The Solicitors' Journal.

LONDON, MAY 19, 1883.

CURRENT TOPICS.

THE NEW RULES dispensing with certain orders of course and transferring to the chancery registrars the remaining work of the Order of Course Office, to which we referred last week as effecting important changes in practice, are ready for issue, and will come into operation on Tuesday next, the 22nd inst. After that date all petitions which require to be answered will be answered in the name of the senior registrar. Orders heretofore obtained on petitions of course at the Rolls for appointing a guardian *ad litem* for an infant defendant or for an infant respondent to a petition or summons; for leave to attend proceedings; for leave to enter a conditional appearance; for changing solicitors; for leave to read evidence in another suit; for the sheriff to return a writ; for entering an order or decree *nunc pro tunc;* for enlarging time for issuing writs other than writs of attachment, for amendment of pleadings, and for filing documents will not, in future, be necessarily drawn up, but arrangements are made for carrying out, by other means, the directions which would otherwise be comprised in the order. Some of these orders were so purely formal, and the means substituted for effecting their objects are so simple, that it is matter for surprise that they were not abolished long ago.

AN ORDER dated the 14th of May, which we print elsewhere, transfers eighty-one causes from the Chancery Division to the Queen's Bench Division. This order will, in a small measure, relieve the lists of the chancery judges, but it may be doubted whether sufficient notice has been given of the intention to make the transfer. The only justification for the insufficient notice is the fact that when these causes were set down in the books of the Chancery Division they were all marked with the letters Q. B., which indicate to the initiated the liability to have their causes so dealt with.

THE GENERAL LIST of appeals and of causes for all the Divisions of the High Court was not published at the time of our going to press.

ONE OF THE CLERKS of the Orders of Course Office is to be transferred to the staff of the Chancery Registrars in connection with the new work to be imposed on the Registrars' Office. A considerable saving will be effected by the abolition of the former office.

IT IS NOW SOME YEARS since the day appointed for the celebration of her Majesty's birthday has been uniformly observed in the law courts or in the legal offices. Before the Judicature Acts came into operation, the day was, on several occasions, marked by an order for closing the offices. Many of the judges abstained from sitting, whether there was an order or not. Now that the courts and offices are all in one building, it would be expedient that on the first day under the new condition of things on which the observance is appointed a regular practice should be established, so that all the courts and offices may be either opened or closed, as the authorities see fit.

ONE OF THE MOST IMPORTANT of the amendments to the Bankruptcy Bill adopted by the Grand Committee is the new act of bankruptcy proposed by Mr. ARTHUR COHEN, Q.C.: "If the debtor gives notice to any of his creditors that he has suspended, or that he is about to suspend payment of his debts." The object of this act of bankruptcy seems to be to throw difficulties in the way of private arrangements between debtors and their creditors being attempted, and to compel the filing of a petition by a debtor in pecuniary difficulties at the earliest moment. But if the sub-clause should hereafter become law, we apprehend that the question will some time arise how far the same will apply to intimations by debtors to their creditors, and what notices will come within the meaning of the expression, "that he has suspended payment, or that he is about to suspend payment of his debts." The form of circular to creditors announcing suspension adopted by solicitors who desire to avoid the filing of a petition, and to try to carry out a private arrangement, is generally somewhat similar to the following: "We regret to have to inform you that Messrs. A. B. & Co., of ———, have been compelled to suspend payment of their debts. Their books have been placed in the hands of Messrs. C. D. & Co., of ———, accountants, with instructions to prepare a statement of affairs, which will be laid before a meeting of the creditors as early as practicable. In the meantime we have to request your indulgence on behalf of Messrs. A. B. & Co.;" or it may be that the time and place at which a meeting of creditors will be held is stated in the circular. It is evident that such a notice would constitute an act of bankruptcy under the amendment of Mr. Cohen, but if the form were altered so as to avoid any direct intimation of an actual or intended suspension, but informing the creditors of the books having been placed in the hands of accountants, and convening a meeting of the creditors, would that be within the meaning of the provision? We are disposed to think that an intimation of this kind would not come within the provision, on the ground that the same, being in the nature of a penalty, would have to be construed strictly, and that, notwithstanding the adoption of the amendment, a notice could be so framed as to convey to the creditors the same meaning, and yet not to constitute an act of bankruptcy. It will be interesting to watch the point should the provision become law; but it appears to us that if the object of the proposer of the amendment is to be carried out effectually, the offer of a composition, or the convening of a meeting of creditors, by or on behalf of any debtor, should also be made to constitute an act of bankruptcy. It must not be taken that we advocate the adoption of such a course in any sense; on the contrary, we think the amendment of Mr. COHEN not well advised in principle, and therefore we shall not regret to find that its application can be limited in the way we have suggested.

THE GOVERNMENT Agricultural Holdings (England) Bill proposes, for the first time, to give to every tenant of an agricultural or pastoral holding exceeding two acres, an inalienable right to compensation on quitting in respect of certain classes of improvements and subject to certain conditions. Following in this respect the abortive Act of 1875, it divides the improvements in respect of which compensation may be claimed into three classes—(1) Improvements to which the previous consent in writing of the landlord is required; (2) Improvements in respect of which previous notice to the landlord is required; and (3) Improvements to which the consent of the landlord is not required. Class (1) corresponds exactly to the first class of improvements under the Act of 1875, except that "drainage of land" is omitted. Class (2) consists solely of "drainage"; and class (3) comprises all the subjects of compensation contained in the second and third classes of improvements in the Act of 1875. The first thing, therefore, to be observed, is that the Bill does not propose to extend the class of improvements in respect of which compensation is to be given. It has often been alleged that the Act of 1875 does not afford a com-

plete scheme of compensation; and, as a matter of fact, it does not cover some subjects for which compensation is often given by custom—*e.g.*, bare fallows in the last year of tenancy. This will probably be one main subject of dispute when the measure comes to be considered on the second reading. Another will be the provision as regards tenancies current at the commencement of the Act, that where specific compensation for any improvement comprised in the schedule is payable either under any agreement in writing, or by custom, or by the Agricultural Holdings Act, 1875, such compensation is to be substituted for compensation under the present measure; and that, as regards contracts of tenancy commencing after the measure has come into operation, "any particular agreement in writing" which secures to the tenant "fair and reasonable compensation" for improvements of class 3 is to be substituted for compensation under the Bill. It is difficult to see how this provision can be operative. Compensation less than that provided by the Bill would probably not be deemed to be "fair and reasonable," and it is not to be supposed that landlords will agree to a higher scale. While, however, the Bill does not extend the subjects of compensation beyond those provided for by the Act of 1875, it does increase both the amount of compensation and the tenant's chance of obtaining it. No notice to the landlord is required before the boning, chalking, claying, liming, or marling of the land by the tenant; and instead of the previous consent in writing of the landlord being required to draining, it is provided that at least one month's notice in writing shall be given to the landlord of the tenant's intention to do the draining; and upon such notice being given, the landlord and tenant may agree on the compensation, or the landlord may execute the draining himself, charging the tenant with not exceeding five per cent. on the outlay. This provision, apparently for the protection of the landlord, seems to us, we confess, to be somewhat delusive. The percentage seems to be too low. If, as we suppose is meant, the landlord is to charge the tenant five per cent. *per annum* on the outlay, for how long is this yearly sum to be payable? It will take the landlord twenty years to recoup himself his outlay; and by that time the drains will, we fancy, be filled up, and the draining will have to be done over again; so that there is little chance of any interest on the outlay. In addition to the deductions from the tenant's compensation provided by sections 15 (2) and 16 of the Act of 1875, it is provided that there is to be taken into account any benefit which the landlord has given to the tenant in consideration of his executing the improvement. The procedure for assessing the tenant's compensation is the same as that provided by the Act of 1875, with the exception that two months' notice must be given by the tenant; that the award is required to specify the particulars of the compensation, and that no appeal is to lie to the county court unless the compensation claimed exceeds £100. We propose hereafter to discuss the important changes in the law of distress, notice to quit, and fixtures, provided by the Bill.

THE AMENDMENT to clause 36, which was under consideration when the Grand Committee on the Bankruptcy Bill adjourned for the Whitsuntide recess, raises a point of considerable interest. Section 32 of the present Act provides that the following debts shall be paid in priority to all other debts, and as between themselves, in case the estate is insufficient to meet them in full, they shall abate in equal proportions—viz.:—

"(1.) All parochial or other local rates due from him [*i.e.*, the bankrupt] at the date of the order of adjudication, and having become due and payable within twelve months next before such time, all assessed taxes, land tax, and property or income tax assessed on him up to the fifth day of April next before the date of the order of adjudication, and not exceeding in the whole one year's assessment.

"(2.) All wages or salary of any clerk or servant *in the employment of the bankrupt at the date of the order of adjudication*, not exceeding four months' wages or salary, and not exceeding fifty pounds; all wages of any labourer or workman *in the employment of the bankrupt at the date of the order of adjudication*, and not exceeding two months' wages."

In clause 36 of the Bankruptcy Bill parochial and other local rates and Imperial taxes are omitted from the debts to which it is proposed to give priority, and a very considerable alteration in the wording of the provision as to wages and salaries is made. The words of the clause are:—

"(*a.*) All wages or salary of any clerk or servant *in respect of services rendered to the bankrupt during four months before the date of the receiving order*, not exceeding fifty pounds; and

"(*b.*) All wages of any labourer or workman *in respect of services rendered to the bankrupt during two months before the date of the receiving order.*"

The amendment upon which the discussion stands adjourned is that the words of sub-section 1 of section 32 of the present Act, so far as they relate to parochial or other local rates, shall be inserted; but there is no proposition upon the amendment paper to include Imperial taxes in the list of preferential debts. The difference between the wording of the clause with respect to wages and salaries and that of the section, and the probable effect of the adoption of the clause as drawn upon this point, should be well considered, but, speaking generally, we think the provisions of the clause in the Bill preferable to those of the section in the present Act; but it ought to be stated that the wages or salary are in respect of services rendered *in the employment of* the bankrupt, as otherwise it might be open to doubt whether a clerk or servant in the employment, say, of an accountant employed professionally by a person who afterwards becomes bankrupt, or a labourer or workman in the employment of a master joiner or painter engaged by such a person, would not be within the clause. To sub-clause (*b.*) Mr. BROADHURST has given notice of an amendment to insert after "workman" the words "whether hired for a specific time or paid by the job." It is probable that the clause as drawn would effect Mr. BROADHURST's object without the adoption of his amendment, but the insertion of the words proposed by him would place the matter beyond doubt, and, in our opinion, the object is a desirable one.

A QUESTION resembling one of those raised on the rule for a criminal information in *Reg.* v. *Labouchere*—namely, whether proceedings can be instituted on account of a slander against a deceased person—was recently discussed before the High Court at Bombay. In *Luckumsey Rowji* v. *Hurbun Nursey* (1 L. R. 5 Bom. 580) the plaintiff alleged that he was the nearest relation and heir of PREMJI LUDHA, who was, in his lifetime, the headman of the Karad caste and a man held in high respect among the Hindu community, and that the defendants, who were members of a caste very closely united with the Karad caste, had attended the performance of the funeral ceremony of PREMJI LUDHA, and had then, in the presence of many members of both castes, falsely and maliciously spoken of the deceased, asserting that he was "an outcast sinful man" at whose funeral it was improper for the members of the two castes to attend, by reason of which statement the plaintiff and the family of the deceased were lowered in their reputation, and the plaintiff was also deprived of participation in the property of the caste and of various privileges which he had previously enjoyed. Mr. Justice WEST held that the action was not maintainable, there being no English or Indian authority in support of it, and he observed that "slander of A. as a ground of action by B. would lead to infinite litigation." He remarked on the absence, in a country where caste disputes are so frequent, of any precedent for an action by one member of a family for the defamation of another member, and he pointed out that the exclusion of the plaintiff from the benefit of the caste property was not the natural consequence of the defendants' defamation of PREMJI LUDHA.

The members of the South-Eastern Circuit have invited Mr. Justice A. L. Smith to a complimentary dinner in honour of his recent elevation to the bench, which will take place at the Albion, Aldersgate-street, on Tuesday, June 12.

The following are stated to be the arrangements made for the sittings of the courts in the Queen's Bench Division during the ensuing Trinity Sittings, which commence on Tuesday, the 22nd inst., and continue up to the 8th of August, when the Long Vacation begins, viz.:—Three courts will sit *in Banc* daily, the first of which will consist of Lord Coleridge, C.J., and Denman and Manisty, JJ.; the second will be formed of Williams, Cave, and A. L. Smith, JJ.; and the third of Pollock, B., and Lopes, J. Six courts will sit for the trial of both special and common jury actions, which will be presided over by Grove, Field, Hawkins, Stephen, Mathew, and Day, JJ. Huddleston, B. is the judge appointed to attend at chambers, but his place there will probably be taken by A. L. Smith, J.

EFFECT OF INDORSEMENT OF BILL OF LADING.

The case of *Burdick* v. *Sewell* (L. R. 10 Q. B. D. 363), decided by Field, J., on further consideration, determines a point of some interest to the mercantile community. The question was as to the effect of indorsement and delivery of a bill of lading to bankers as a security for money advanced. The way in which that question arose was as follows:—The goods mentioned in the bill of lading, not having been cleared within twelve months after arriving at their destination, were sold in accordance with the Custom House regulations of the place, but did not realize more than the duty and Custom House charges, leaving the freight unsatisfied. The shipowners sued the bankers for the freight as being indorsees of the bill of lading to whom the property in the goods had passed, within the meaning of the Bills of Lading Act (18 & 19 Vict. c. 111), s. 1, so as to make them liable for the freight. It was held that they were not liable, on the ground that the property in the goods had not passed to them within the meaning of the Bills of Lading Act.

The case is, to our mind, one involving questions of considerable difficulty, though the result seems to be good sense. It seems probable that what the parties in such a case intend is that a mere security should be created. Neither party would appear to contemplate that the indorsees of the bill of lading, under these circumstances, should have any further interest or property in the goods than may be necessary to give effect to the security. We do not believe that either party contemplates a transfer of the contract to pay freight contained in the bill of lading. But the matter does not altogether depend on what the parties may intend or contemplate in this respect. The statute transfers the liability if the "property" is passed upon or by reason of the indorsement. The question, therefore, is what amounts to a passing of the "property" for the purposes of the statute.

Now, the term "property," as used in law, is a term involving somewhat complex and artificial conceptions, and it seems doubtful whether all the possible complications and niceties that might arise from the use of that term were present to the framers of the Act. There is the special property of a pledgee, as distinguished from the general property of the pledgor, and, again, the legal property of a mortgagee as distinguished from the equitable interest of the mortgagor. The law of mortgage seems to have been imported into the law of personal chattels from that of real property, and it seems doubtful how far a mercantile statute, which, probably, did not contemplate its application, can be interpreted in a wholly satisfactory manner in cases where it applies. The argument and the judgment (which is most elaborate), seem, however, to treat the case as turning wholly on the question whether the indorsement of the bill of lading constituted a pledge or a mortgage of the goods. It seems to have been admitted that the special property of a pledgee is clearly not the "property" contemplated by the statute; that the statute meant the entire legal "property," and that if that passed the statute applied, although there might be an equity of redemption.

Now, that view of the case hardly seems to be wholly satisfactory to the reason, though we do not exactly see our way out of it. Looking to the substance of the thing, apart from forms and artificial distinctions between law and equity, the difference between a pledgee and a mortgagee seems, for this purpose and under these circumstances at any rate, more formal than substantial. The difference, for the purposes of this case, between a pledge and a mortgage of chattels is, as it seems to us, principally a matter of machinery and procedure. The mortgagee of chattels had to have recourse to a court of equity to enforce his right to redeem, while the pledgor's general property in the goods, subject to the pledge, was recognized by a court of law. The pledgee has a right to possession and a power of divesting the general property of the pledgor by a sale of the pledge if not redeemed, whereas the general property passes at once to the mortgagee subject to the right of redemption. But, so far as this transaction is concerned, in substance the two things are much the same. At first it occurred to us that a broader and more satisfactory construction of the Act would have been that it did not apply to any case where the transfer of the bill of lading was only by way of security. But there are, undoubtedly, difficulties in the way of that view. It seems impossible to say that the entire "property" does not pass to a mortgagee. It is not correct to say that an equitable property remains in the mortgagor. All he has is a right to redeem; if he never redeems, nothing further passes from him, the entire property, both legal and beneficial, passed *ab initio*. It certainly seems difficult, therefore, to say that such a passing of the "property" is not the passing of the "property" meant by the Act. On the other hand, as we said before, the distinction between the two cases is not satisfactory to the reason. In reason, why should the indorsee of the bill of lading, who has the right to possession and the power of selling the goods at the place of distination, be free from the obligation to pay the freight, while the mortgagee, because he has what is technically known as the "property," which really comes to no more, is liable to the freight? It must be remembered in considering this subject that the shipowner has a lien for freight, and, whatever an indorsee's position may be, he cannot obtain delivery of the goods without payment of the freight, so that it can never be a question of getting the benefit of the carriage without its being paid for. The question, therefore, it would appear, can only arise where the holder of the security has never received or dealt with the goods. And there does certainly seem some hardship in making the holder of a security, whether as pledgee or mortgagee, who has never received or dealt with the goods, liable to a contract which he did not make. On the whole, however, considering these conflicting difficulties, we doubt whether this is not a case where the statute having used a technical word, it must receive a technical construction, and, if so, the basis on which Field, J., put his judgment was correct. Curiously enough, neither in the argument nor the judgment does the obverse side of the enactment appear to have been considered. It not only transfers liabilities but rights of action against the shipowner also. If the indorsee of the bill of lading escapes the liability to pay freight, he also does not acquire the right of action against the shipowner if his security is destroyed through the negligence or tortious conduct of the latter's servants.

With regard to the question whether such a transaction is a pledge or a mortgage of the goods mentioned in the bill of lading, the expressions used by judges in various cases create considerable difficulty. Field, J., in giving judgment, referred, at considerable length, to the *dicta* on the subject, particularly to those of Bramwell, L.J., and Brett, L.J., in the case of *Glyn, Mills, & Co.* v. *East and West India Docks* (L. R. 6 Q. B. D. 475), in which the former judge expressed an opinion that the transaction was a pledge, the latter, that it was a mortgage. It seems a reasonable conclusion that, in cases where there are other terms and circumstances besides the indorsement of the bill of lading and the advance of money, the transaction may amount to a pledge or it may amount to a mortgage. We have a difficulty in seeing how it can be argued that an indorsement of the bill of lading must always pass the property. The question is, What is the legal presumption, when there is an indorsement of the bill of lading, to secure an advance, and no other circumstances pointing one way or the other? Now we cannot help thinking that, if the proposition is once admitted that an indorsement of the bill of lading may or may not amount to a transfer of the property or a pledge according to circumstances, it really follows, logically, that, in the absence of other circumstances pointing to an intention to transfer the property, it will only amount to a pledge. Unless the law mercantile gives to it a rigid and universal operation, it must be a question of intention. If so, why should the thing import more than in its nature it does import? It does only import *per se* a symbolical transfer of possession, so far as we can see, and, as in the case of actual transfer of possession, it may or not, according to the surrounding circumstances, be accompanied by a transfer of the property. It appears to us that the delivery of the possession of goods as security for an advance without more would import a pledge merely. If this be so, why should indorsement and delivery of a bill of lading import more? After all, the indorsement is only a direction to deliver to a certain person. If made for value, it cannot be retracted, and is good as against an unpaid vendor's right to stop *in transitu;* but that does not seem to decide the question whether it gives only a special or a general property to the indorsee. The expressions of Brett, L.J., in *Glyn, Mills, & Co.* v. *East and West India Docks* do, no doubt, in very plain terms, lay it down that a mere indorsement of the bill of lading to secure an advance imports a mortgage of the goods. We

cannot, however, see that the distinction between a pledge and a mortgage was really material in that case. Both a pledgee and a mortgagee have the right to sue for a conversion, and in that case and other similar cases it was immaterial, as it seems to us, to determine in which character the plaintiffs could maintain the action.

THE DOCTRINE OF ELECTION IN RELATION TO SPECIAL POWERS OF APPOINTMENT.

It is possible that a doubt may have occurred to some of our readers whether the whole doctrine of election is not one of those matters which exhibit the tendency of the Court of Chancery to be "unco' guid"; and whether the public would not, in the long run, have gained rather than lost, if the court had simply abstained from all attempts to give effect to void dispositions in favour of volunteers. The doctrine, like many others, sprang from the excessive desire of the court to give effect to the wishes of testators; which pious inclination, if it has not been carried in this country to ridiculous lengths, has, at all events, been carried a good deal further than has ever been permitted by the law of any other country. The result in this instance has been the formation of an extensive and technically difficult body of law, founded upon a very doubtful appeal to conscience, which forms one of those unprofitable excrescences under which our enormous and unwieldy system of jurisprudence groans, and which is not even yet settled so clearly that it never gives rise to needless litigation. The recent case of *White* v. *White* (31 W. R. 451, L. R. 22 Ch. D. 555) will illustrate the foregoing remarks. We might be tempted to wish that some reforming statute would abolish the whole doctrine at a blow, if we did not foresee that, unless it differed greatly from the majority of modern statutes, the proposed remedy would probably be worse than the disease.

In *White* v. *White* the facts, according to the report, were as follows:—The testator left children by each of two separate marriages; and under a settlement made on the occasion of his first marriage, he had power to appoint the settled property, which consisted of certain shares of what was called the Coombe Hill Estate, among the children of the first marriage only. By his will he appointed the whole of the settled property to his eldest son, one of the children of the first marriage, expressed to be subject to the charges in favour of his brother and sisters (*i.e.*, all the other children of both marriages) thereinafter mentioned; and he devised certain other shares in the Coombe Hill Estate, which really belonged to him, "and the close adjoining," to the same son, but "subject to such charges in favour of his brother and sisters"—*i.e.*, all the other children of both marriages—"as shall equalize the shares of all my children in all *my said property*." The charges last mentioned are evidently the same as those previously referred to. The testator also gave certain bank shares to the same son, to be accounted for as part of his share, and to be "charged with such a sum as should equalize the shares of all his, the testator's, children in *all his property*." The value of what was given to the eldest son, apart from the settled property, was sufficient to enable the trustees by apportionment to equalize the shares of all the children. Under these circumstances, only one question seems to have been raised—namely, whether the eldest son was put to his election—*i.e.*, whether he was bound, either to abstain from impeaching the validity of the charge upon the settled property, so far as it was in favour of the children of the second marriage, or else to relinquish in their favour a sufficient amount of the other property bequeathed to him by the will. Mr. Justice Fry held that he was put to his election.

It will be observed that the report in the *Law Reports* uses the *oratio directa* in its description of the charges affecting the shares of the Coombe Hill Estate, and the *oratio obliqua* in its description of the charges affecting the bank shares—a fact which does not encourage an absolute reliance upon the verbal accuracy of the citations in other respects. In the earlier citation, the final words are, "all my said property"; in the later one, "all his (the testator's)"—*i.e.*, we suppose, in the original, my, "property." It can hardly be said that "my said property," occurring early in the will, and when only a small part of the property dealt with by the will had been mentioned, is identical in meaning with "my property" generally; and this consideration might suggest that the two sets of charges are different, since they are apparently intended to effect different objects.

We are inclined to suspect the accuracy of the report in the *Law Reports*, so much difficulty do we find in reconciling its statement of the facts with what appears in Mr. Justice Fry's judgment. The learned judge is reported to have stated (what seems to be obvious) that the charges on the settled shares of the Coombe Estate were the same as those on the unsettled shares, "and on the entirety of the adjoining *closes*" [*sic*]; but he does not appear to have entertained any question as to the relation borne by the charges above mentioned to the charges on the bank shares.

At first sight, since the respective charges are defined only by reference to their capacity for equalizing something, and since the things to be equalized are not identical—for, according to the report, "all my said property" evidently refers only to the shares settled and unsettled, in the Coombe Hill Estate, and the "adjoining close," or "closes," while "all my property" has evidently a wider meaning—it would seem to follow that the two sets of charges are not the same. But we must consider this question with a view to its practical side. Suppose the object of the first set of charges to have been the equalizing of the shares of all the children in the Coombe Hill shares and the adjoining close, while the object of the second set was to equalize the shares of all the children in all his property; what would be the result? Apparently, that the first set of charges would be purely nugatory. For, if a complete equalization is to be effected, it does not matter by how many steps this is to be done; it makes no difference whether you begin by separately equalizing a part, and go on to equalize the remainder, or whether you make the complete equalization *uno flatu*. So far as the declared intention of the testator is concerned, the first set of charges is merely an episode of the second.

But this way of looking at the case seems to open another question of which, according to the report in the *Law Reports*, no notice seems to have been taken. As the case stands, it does not clearly appear that there was any need to appeal to the doctrine of election at all. The testator seems plainly to have indicated his intention that all his children were to take equal shares of all the property which he mentioned, whether it was his own or not; and though he could not, by calling the settled property his own, make it, in fact, his own, we see no reason why he might not, by a sufficient indication of intention, cause it to be reckoned in account as though it were his own, for the purpose of deciding what share his eldest son should take in the property which actually did belong to the testator, so as to equalize the shares which he had declared should be all equal. The charges to which the other property bequeathed to his eldest son was made subject were only defined to be such as would equalize the shares of all his children in *all* his property. It might be at least plausibly contended that the testator had indicated a plain intention that his own property should be so dealt with as to make all the shares equal, upon the hypothesis that the settled property was brought into account as though it had been truly his own; and had authorized the computation of the last-mentioned charges upon such a basis as would give effect to this intention. The only question would relate to determining what must be the size of these charges, in order to give effect to this intention; and the doctrine of election seems to have nothing to do with this inquiry.

Upon the ground of the peculiar language of this particular will, in which the testator has provided that his own indisputable property (the bank shares) shall be liable to certain elastic charges, and has also (as it seems to us) sufficiently indicated the extent to which he desired these charges to be stretched, we should be willing, without at all appealing to the doctrine of election, to make the same distribution of the property as has in fact been made by Mr. Justice Fry. But if the doctrine of election must be appealed to, we are quite unable, not only to follow, but even to understand the meaning of, the grounds upon which the learned judge professed to distinguish this case from certain others, which at first sight seem to have been decided in a contrary sense.

The general doctrine of election is doubtless too familiar to our readers to need much exposition; but we may cite the apt summary of it adopted by the late Lord Justice James, when Vice-Chancellor,

in *Wollaston* v. *King* (17 W. R. 641, L. R. 8 Eq. 165, at p. 174), from Sir Richard Arden, afterwards Lord Langdale, in *Whistler* v. *Webster* (2 Ves. 367, at p. 370):—"No man shall claim any benefit under a will without conforming, as far as he is able, and giving effect to everything contained in it whereby any disposition is made showing an intention that such a thing shall take place." But the Lord Justice had previously remarked that to the general doctrine of election there had been taken what he called a "notable exception," so far as regards appointments; by which phrase he meant appointments made under a special power in excess of the power; for no difficulty could arise in case the power were general. This "notable exception" he states as follows:—"When there is an appointment to an object of the power, with directions that the same"—*i.e.*, the property appointed—"shall be settled, or upon any trust, or subject to any condition, then the appointment is held to be a valid appointment, and the superadded direction, trust, or condition is void; *and not only void, but inoperative to raise any case of election.*"

And the decision of Vice-Chancellor Wood in *Woolridge* v. *Woolridge* (Johns. 63, at. p. 69) is to the same purpose:—"Where there is an absolute appointment by will in favour of a proper object of the power, and that appointment is followed by attempts to modify the interest so appointed in a manner which the law will not allow"—that is, as the facts of the case show, in a manner which is not authorized by the power—"the court reads the will as if all the passages in which such attempts are made were *struck out of it, for all intents and purposes; i.e.*, not only so far as they attempt to regulate the *quantum* of interest to be enjoyed by the appointee in the settled property, *but also so far as they might otherwise have been relied upon as raising a case of election.*"

The cases are not all absolutely at one upon this principle; but there is no mistaking the current of the recent cases, nor was any attempt made in the present case to dispute the principle. But it was held not to be applicable to the present case. Several of the more recent cases which have been decided in accordance with the principle were cited, and apparently distinguished by the learned judge.

One of these, *Wollaston* v. *King*, cited above, appears to us to be very fairly distinguishable; though upon a ground of which no notice was taken in the present case. There the void disposition attempted to be made by the appointor not merely was such as the power did not authorize, but was in contravention of the rule against perpetuities; a very good reason why the court should refuse to give effect to it under cover of the doctrine of election. But the above-cited case of *Woolridge* v. *Woolridge*, and also the case of *Churchill* v. *Churchill* (16 W. R. 182, L. R. 5 Eq. 44), which last-mentioned case has, we may remark, been mentioned with approval by the Court of Appeal in *Roach* v. *Trood* (L. R. 3 Ch. D. 429), seem to us, so far as the question of election is concerned, to have been overruled rather than distinguished by *White* v. *White*.

We beg the reader to observe that we by no means deny the possibility of distinguishing the present case from *Wollaston* v. *King*; on the contrary, we have above proposed what we think a very sufficient ground of distinction. But we are able to do this only by keeping the case outside the doctrine of election altogether. Nor have we anything to object against the distribution which has been made of the testator's property, for we should have arrived ourselves at the same distribution by a different method. Nor do we for a moment presume to set up our opinion against that of the learned judge. We do not say that he did not or could not distinguish the case from those which seem to us to have been decided in a contrary sense; but only that we have no idea how he distinguished it from them. And, at all events, the case illustrates exceedingly well the thesis with which we began this article.

The learning of the subject of election is huge in extent, and abundantly supplied with subtleties; the whole doctrine rests upon very doubtful equity; and public policy would, we think, be much better served by its total abolition than by its extension. We devoutly hope that the result of Mr. Justice Fry's recent decision may not be to give a fresh lease of life and activity to a branch of the subject which had seemed for some time past to be comfortably buried.

CORRESPONDENCE.

THE LAW SOCIETY *v.* SHAW AND BLAKE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should like to submit to you a suggestion which, it appears to me, may be usefully considered with reference to this case.

Events have clearly shown that a large majority of London solicitors have been wrong in their views with reference to the subject-matter of this action. The question, therefore, arises, how was it that the majority of London solicitors fell into error on a subject with which they are supposed to be professionally familiar, and which so nearly concerns them?

I venture to think the answer is this: Solicitors have regarded the Solicitors Acts as passed mainly for their benefit; whereas, of course, if the matter is considered for one moment, it is obvious that the Acts were passed, not for the benefit of solicitors, but for the benefit of the public, by protecting the public against the loss which they would sustain through employing unqualified and irresponsible persons in legal business.

If the latter view had not been lost sight of, the unpleasant defeat sustained by the Law Society in the above case would have been avoided. It would have been seen that a solicitor having been employed by the client, and being responsible to the client, the object of the law was satisfied.

Those who favoured the action of the Law Society now contend that the country solicitor rendered himself liable to a penalty for practising in London without a London certificate. That may be so, but it is obvious that this question is entirely different from that raised in the action against Messrs. Shaw and Blake, and affords no justification for the policy which led to the institution of that action.

I cannot but think that the course taken by the Law Society in this matter will do much to maintain the feeling which undoubtedly exists largely amongst the general public—namely, that solicitors are a sort of unavoidable evil, employed not because they render services of intrinsic value, but because the law requires them to be employed under certain circumstances.

W. H. WHITFIELD.

May 15.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT, MAY, 1883.

RULES DISPENSING WITH ORDERS OF COURSE.

1. The duties hitherto discharged by the Secretaries of the Master of the Rolls in regard to petitions are hereby assigned to the Chancery Registrars. All petitions which require to be answered shall be answered in the name of the Senior Registrar, and any orders on petitions which, according to the practice heretofore prevailing in the Chancery Division, have been drawn up, passed, and entered in the office of such Secretaries, shall henceforth be drawn up, passed, and entered by or under the direction of the Chancery Registrars.

2. An infant shall not enter an appearance, except by his guardian *ad litem*. No order for the appointment of such guardian shall be necessary, but the solicitor applying to enter such appearance shall make and file an affidavit in the following form:—

A.B. of is a fit and proper person to act as guardian *ad litem* of the above-named infant defendant, and has no interest in the matters in question in this action [matter] adverse to that of the said infant, and the said *A.B.* has signed a written consent to act as such guardian, by the document hereto annexed.

(*To such affidavit there shall be annexed the document signed by such guardian in testimony of his consent to act.*)

3. Every infant served with a petition, or notice of motion, or summons in a matter, shall appear on the hearing thereof by a guardian *ad litem* in all cases in which the appointment of a special guardian is not provided for. No order for the appointment of such guardian shall be necessary, but the solicitor by whom he appears shall previously make and file an affidavit as in the last rule mentioned.

4. It shall not be necessary for a person served with notice of any judgment or order to obtain an order for liberty to attend the proceedings under such judgment or order, but such person shall be at liberty to attend the proceedings upon entering an appearance in the Central Office in the same manner, and subject to the same provisions, as a defendant entering an appearance.

5. A defendant, before appearing, shall be at liberty, without obtaining an order to enter, or entering, a conditional appearance, to serve notice of motion to set aside the service upon him of the writ,

or of notice of the writ, or to discharge the order authorizing such service.

6. A party suing or defending by a solicitor shall be at liberty to change his solicitor in any cause or matter, without an order for that purpose, upon notice of such change being filed in the Central Office, but until such notice is filed and a copy thereof served, and (in causes or matters pending in the Chancery Division) left in the chambers of the judge to whom the cause or matter is assigned, the former solicitor shall be considered the solicitor of the party.

7. An order to read evidence taken in another cause or matter shall not be necessary, but such evidence may, saving all just exceptions, be read on *ex parte* applications by leave of the court or judge, to be obtained at the time of making any such application, and in any other case upon the party desiring to use such evidence giving two days' previous notice to the other parties of his intention to read such evidence.

8. No order shall issue for the return of any writ or to bring in the body of a person ordered to be attached or committed, but a notice from the person issuing the writ or obtaining the order for attachment or committal (if not represented by a solicitor) or by his solicitor, calling upon the sheriff to return such writ or to bring in the body within a given time, if not complied with, shall entitle such person to apply for an order for the committal of such sheriff.

9. It shall not be necessary to obtain an order to enter an order or judgment *nunc pro tunc*; but, in all cases in which such entries have heretofore been made under orders of course, the solicitor applying to have an order or judgment so entered shall leave with the clerk of entries a memorandum in writing, countersigned by the registrar, and bearing a stamp according the scale of court fees for the time being in force.

10. Where an order has been made, not embodying any special terms, nor including any special directions, but simply enlarging time for taking any proceeding or doing any act other than payment or transfer into court, or giving leave—(*a.*) for the issue of any writ other than a writ of attachment; (*b.*) for the amendment of any writ or pleadings; (*c.*) for the filing of any document; or (*d.*) for any act to be done by any officer of the court other than a solicitor, it shall not be necessary to draw up such order unless the court or a judge shall otherwise direct, but the production of a note or memorandum of such order, signed by a judge, registrar, master, or chief clerk, shall be sufficient authority for such enlargement of time, issue, amendment, filing or other act. A direction that the costs of such order shall be costs in any cause or matter shall not be deemed a special direction within the meaning of this rule. The solicitor of the person on whose application such order is made shall forthwith give notice in writing thereof to such person (if any) as would, under the practice existing before the coming into operation of this rule, have been required to be served with such order.

11. These rules may be cited as "Rules of the Supreme Court, May, 1883," and shall come into operation on the 22nd of May, 1883.

(Signed) SELBORNE, C.
COLERIDGE, C.J.
W. B. BRETT, M.R.
JAMES HANNEN.
NATH. LINDLEY, L.J.
EDW. FRY, L.J.
C. E. POLLOCK, B.
H. MANISTY, J.

HIGH COURT OF JUSTICE.

ORDER OF COURT.

Monday, May 14, 1883.

Whereas, from the present state of the business before the Chancery Division and the Queen's Bench Division of the High Court of Justice respectively, it is expedient that a portion of the causes commenced in the said Chancery Division but not being causes commenced for any of the purposes set forth in the 3rd sub-section of the 34th section of the Supreme Court of Judicature Act, 1873, and thereby specially assigned to the said Division, should be transferred to the said Queen's Bench Division; Now I, the Right Honourable Roundell Earl of Selborne, Lord High Chancellor of Great Britain, with the consent of the Lord Chief Justice of England, as President of the last-mentioned division, do hereby order that the several causes set forth in the schedules hereto be transferred from the Chancery Division to the Queen's Bench Division of the High Court of Justice, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

Causes assigned to Vice-Chancellor Bacon.

Dennis v Crompton 1882 D 1,513
Chapman v Newson 1882 C 2,331
Bowers v Weedon 1882 B 7,040
Stevenson & Co v McCall 1882 S 1,504
Ford v Mayor, &c, of Honiton 1880 F 666
Fox v Day 1882 F 1,669
Aldred v Assey 1882 A 1,764
The Metropolitan Board of Works v The London Gaslight Co 1882 M 1,668
Noy v Bush 1882 N 1,448
Elliott v Lewis 1882 E 1,369
Swall v Hood 1882 S 3,532
Smith v The Bury and Tottington District Ry Co 1882 S 5,582
Lidstone v Williamson 1882 L 3,402
Lesiter v The North Metropolitan Tramways Co 1882 L 1,863
Milner's Safe Co, limd, v Turner 1882 M 2,984
Butt v Holland 1882 B 4,744

SECOND SCHEDULE.

Causes assigned to Mr. Justice Kay.

Howell v Pink 1882 H 1,859
Wright v Duffy 1882 W 2,111
Brock v Vorley 1882 B 1,261
In re B Branford, decd, Blake v Vincent 1882 B 2,668
In re B Branford, decd, Branford v Branford 1880 B 3,847
Thorneycroft v Guardians of the Wellington Salop Union 1882 T 87
Phillips v The First Avenue Hotel Co 1882 P 154
The Silver Valley Mines v Beal 1880 S 3,092
Corrie v Reddin 1882 C 5,127
Morgan v Davey 1882 M 966
Postlethwaite v The Winder Iron Ore Co 1881 P 1,923
Appleby v Waring Bros 1879 A 229
Annandale v Swinburne 1882 A 774
Ruck v The Bakers' Co 1882 P 452
White v Haymen 1882 W 2,734
Pocock v Gillham 1882 P 2,752
Milner's Safe Co, lmd v The Chalet Co, limd 1882 M 2,950
Ebbetts v Booth 1882 E 1,564
The Ehen Mining Co v Bain & Co 1879 E 64
Morton v Worley 1882 M 4,789
Smith v Bennett, Bennett v Smith 1882 S 1,433
The Metropolitan Board of Works v The Willesden Local Board 1878 M 20
The Societé General de Paris v The Tramway Union Co, lmd 1883 S 103

THIRD SCHEDULE.

Causes assigned to Mr. Justice Chitty.

Attorney-General v Whiteley 1882 A 1,128
Clements v Horton 1882 C 5,141
Baron Raglan v Stocks 1881 R 2,825
Bazzilay v The Royal Exchange Assurance Co 1882 B 4,367
Boughey v Booth 1882 B 6,589
Bowen v Llewellyn 1880 B 4,902
Shepherd v Goulston 1882 S 3,519
Stanton v Pettifer 1881 S 2,698
Foulkes v The Quartz Hill Consolidated Gold Mining Co, limd 1882 F 613
Bidder v McClean 1881 B 6,287
The Devon and Cornwall Electric Light and Power Co, limd v Collins 1882 D 1,540
The Edinburgh and Leith Brewery Co v Best 1883 E 61
Pheasants v The East Dereham Local Board 1882 P 1,686
Croysdale v Fisher 1883 C 106
The Gas Light and Coke Co v Vestry of St. Mary Abbotts, Kensington 1882 G 1,620
Goodge v Elmhirst 1882 G 1,760
The Metropolitan District Ry Co v Metropolitan Ry Co 1881 M 3,551
Shum v Hartley 1882 S 3,756
Moore v Bennett 1882 M 3231
Barber v Ferguson 1882 B 1,418
Pilley v The Land Investment Co, limd 1882 P 2,253
Lloyd v Gatti 1882 L 3,542
Marsh v The Guardians of the Poor of the Sheffield Union 1882 M 3,075
The London and Provincial Electric Light and Power Generating Co, lmd v West Middlesex Electric Lighting Co, lmd 1882 L 2,131
Chrystie v Wyatt 1882 C 3,993
Richards v Searer 1882 R 1,509

FOURTH SCHEDULE.

Causes assigned to Mr. Justice Pearson.

Render v Render 1882 R 1,480
Leighton v Royal Courts of Justice Chambers Co 1882 L 1,612
Brown v Briggs 1882 B 6,423
Patent Silvering Co v Padbury, Ware v Patent Silvering Co 1882 P 2,534
Yetts v Billericay Sanitary Authority 1882 Y 113
Hudson v Wootton 1882 H 2,706
Campbell v Reid 1882 C 3,319
Fletcher v Salisbury 1883 F 114
Ross v Ashwin 1882 R 1,392
Howe v Druce 1882 H 3,381
Weavers' Co. of London v Croll 1881 W 2,372
Mansley v Pennington 1882 M 3,100
Newlands v Hubback 1882 N 1,413
Compton v The Brentwood and Billericay Burial and Sanitary Authority 1882 C 1,368
Taylor v Collier & Co 1881 T 380
Bateman v Hill & Co 1882 B 6,010

SELBORNE, C.
COLERIDGE, L.C.J.

CASES OF LAST WEEK.

BILL OF SALE—REGISTRATION—PAROL AGREEMENT—ACT OF BANKRUPTCY—ASSIGNMENT OF WHOLE PROPERTY TO SECURE EXISTING DEBT—BILLS OF SALE ACT, 1878, ss. 4, 9—BANKRUPTCY ACT, 1869, s. 6, SUB-SECTION 2.—In a case of *Ex parte Hauxwell*, before the Court of Appeal on the 11th inst., the question arose whether a parol agreement to give a bill of sale requires registration, and there was the further question whether an assignment by a trader of the whole of his effects, existing and to be acquired, to secure an existing debt, was void as an act of bankruptcy. In May, 1882, Hemingway, a trader, applied to his bankers for a loan or credit of £300, which they consented to give him on his obtaining the guarantee of two sureties for its repayment. Hauxwell and Rogers agreed to become sureties, and signed a guarantee to the bankers. They consented to do so upon Hemingway's agreeing to give them by way of security an assignment of his effects. A bill of sale was, within a few days afterwards, prepared by a solicitor, but it was not in fact executed by Hemingway until the 22nd of August, 1882, though frequent endeavours were made by the sureties to procure its execution. The bill of sale assigned to the grantees all the grantor's then existing personal property, and enabled them also to seize all property afterwards acquired by him until satisfaction of the security. On the 6th of November Hemingway filed a liquidation petition, and the trustee in the liquidation afterwards claimed the property comprised in the bill of sale. Bacon, C.J., held that the deed was fraudulent and void as against the trustee, mainly on the ground

that the prior agreement to give the security ought to have been registered under the Bills of Sale Act. Section 4 of the Bills of Sale Act, 1878, provides that the expression "bill of sale" shall include "any agreement whether intended or not to be followed by the execution of any other instrument, by which a right in equity to any personal chattels, or to any charge or security thereon, shall be conferred." And by section 9, "Where a subsequent bill of sale is executed within, or on the expiration of, seven days after the execution of a prior unregistered bill of sale, and comprises all or any part of the personal chattels comprised in such prior bill of sale, then, if such subsequent bill of sale is given as a security for the same debt as is secured by the prior bill of sale, or for any part of such debt, it shall, to the extent to which it is a security for the same debt or part thereof, and so far as respects the personal chattels or part thereof comprised in the prior bill, be absolutely void, unless it is proved to the satisfaction of the court having cognizance of the case that the subsequent bill of sale was *bond fide* given for the purpose of correcting some material error in the prior bill of sale, and not for the purpose of evading this Act." On the appeal it was urged, on the authority of *Graham* v. *Chapman* (12 C. B. 85), that the bill of sale was necessarily void as an act of bankruptcy, because it comprised, not only all the grantor's effects existing at the time of its execution, but also all the property to be thereafter acquired by him, including what he might purchase by means of the advance then made to him. And it was further contended, on the evidence, that the giving of the bill of sale had been purposely postponed to save the credit of the grantor, and that, consequently, notwithstanding the present advance, it was void as an act of bankruptcy on the authority of *Ex parte Fisher* (20 W. R. 849, L. R. 7 Ch. 636) and *Ex parte Kilner* (28 W. R. 269, L. R. 13 Ch. D. 245). The Court of Appeal (BAGGALLAY, LINDLEY, and FRY, L.JJ.) reversed the decision of Bacon, C.J., and upheld the validity of the bill of sale. LINDLEY, L.J., said that he was satisfied by the evidence that there was a *bond fide* agreement before the guarantee was given that Hemingway should give the security which was afterwards given by the bill of sale. His lordship was also satisfied that the appellants endeavoured to get the bill of sale executed by the debtor, and they did not agree to the postponement of the execution to bolster up his credit, or acquiesce in the delay which took place, but that, so far as they were concerned, there was an honest attempt to get it executed. Then, what were the legal consequences of the facts? The first question was whether the bill of sale was void under section 9 of the Bills of Sale Act. That section was intended to meet a specific method of evading the registration of bills of sale. Its language was restricted to that, and did not in terms apply at all to a case like the present, and it appeared to his lordship, not only that the present case did not come within the words of the section, but that it would not be in conformity with legal principles to adopt a mode of reasoning which would bring it within the section. Then it was said that the bill of sale was an act of bankruptcy. This was a more formidable question. The bill of sale assigned all the debtor's property, and it was contended, on the authority of *Graham* v. *Chapman*, that a bill of sale so worded as to enable the grantee to seize, not only all the existing property of the grantor, but all the property which he should acquire by means of the money advanced to him, was void, as necessarily defeating and delaying the creditors of the grantor. If *Graham* v. *Chapman* did so decide, it was distinctly wrong. That had been said again and again in subsequent cases. His lordship was not sure that that was really the meaning of *Graham* v. *Chapman*; it might be susceptible of the explanation suggested by Willes, J., in *Lomax* v. *Buxton* (19 W. R. 441, L. R. 6 C. P. 107), that the decision in *Graham* v. *Chapman* was really arrived at by reason of the court's considering that the jury had come to a wrong conclusion in finding that a real advance was contemplated, of which the assignor was to have the advantage. In other words, that what purported to be an advance in *Graham* v. *Chapman* was not really an advance at all. But if *Graham* v. *Chapman* was to be treated as laying down that a bill of sale in such a form was necessarily bad, it had been frequently dissented from, and must be considered as overruled. Then it was said that the bill of sale was void on the authority of *Ex parte Kilner*, on the ground that the grantees consented to the postponement of the execution of the deed in order to protect the credit of the grantor. *Ex parte Kilner* was a most valuable authority, and showed the care which ought to be taken in dealing with cases of this kind; and if he thought that the grantees in the present case had been conniving at the non-execution of the bill of sale, his lordship would not hesitate to apply the doctrine of *Ex parte Kilner*. But he thought, upon the evidence, that the present case was entirely outside that doctrine. The bill of sale could not be impeached either under the Bills of Sale Act, or as an act of bankruptcy. FRY, L.J., entirely agreed. He accepted in its fulness the doctrine of *Ex parte Kilner*. He agreed in what was there said by James, L.J., that "where a document is set up which, upon the face of it, is an act of bankruptcy, that is an assignment of all a man's goods for a past consideration; if it is said that it is not an act of bankruptcy, because it is warranted by a prior agreement, the *onus probandi* is always upon the person who sets up the prior agreement to prove, not only that the agreement did exist in fact, but that it was in all respects a *bond fide* agreement." Cases of this kind required to be watched with extreme anxiety and care, but in the present case he was satisfied that the *onus* which was thus cast on the appellants had been discharged. He was satisfied that there was a *bond fide* agreement for the immediate execution of the bill of sale, and that there was no acquiescence by the appellants in the delay which took place in its execution. They used all reasonable efforts to procure its execution by the debtor, and the delay was really due to his unwillingness to do what he had promised. BAGGALLAY, L.J., in no way dissented from the principles which had been laid down by his colleagues, but he doubted whether they had come to a right conclusion in applying the principles to the circumstances of the case. He entirely agreed in their view as to the question upon the Bills of Sale Act. As to the other point, the general principles applicable were concisely stated by Mellish, L.J., in *Ex parte Fisher* (L. R. 7 Ch. 644), thus—"Although we do not dispute the rule that where a sum of money is advanced on the faith of a promise that a bill of sale shall be given, such sum is to be treated as a present advance on the security of a bill of sale, we do not think that this rule will protect transactions where the giving of the bill of sale is purposely postponed until the trader is in a state of insolvency, in order to prevent the destruction of his credit which would result from registering a bill of sale. We think that such a postponement is evidence of an intention to commit an actual fraud against the general creditors." His lordship would not repeat what he had said in *Ex parte Kilner*, but there was an important passage in the judgment of Thesiger, L.J., in that case which he would cite. Thesiger, L.J., said (L. R. 13 Ch. D. 251), "I think that the decision in *Ex parte Fisher* supplied a most wholesome correction to the dangers which, as it seems to me, may arise from the principles laid down in *Mercer* v. *Peterson* (L. R. 2 Ex. 304, 3 Ex. 104), and that we ought to apply the doctrines laid down by Lord Justice Mellish to their full extent, and to require, in this and similar cases, a very clear explanation of the reason why the giving of the bill of sale was delayed." And James, L.J., added the observations which had been already quoted by Fry, L.J. This was a most valuable extension of the principle enunciated by Mellish, L.J., in *Ex parte Fisher*, and it was important to uphold it to its fullest extent. In the present case his lordship was not satisfied that the execution of the bill of sale was not purposely postponed in order to save the grantor's credit. He thought there was no sufficient explanation of the delay. He did not entertain this view very strongly, but he felt doubt enough to prevent him from saying that he concurred in the view taken by the other members of the court.—SOLICITORS, *Singleton & Tattersall; Hickin & Graham.*

LANDLORD AND TENANT—DISTRESS—FRAUDULENT REMOVAL OF GOODS BY TENANT—SEIZURE BY LANDLORD AFTER TENANT HAS GIVEN UP POSSESSION—8 ANNE, c. 14, ss. 6, 7—11 GEO. 2, c. 19, s. 1.—In the case of *Gray* v. *Stait*, in the Court of Appeal, No. 1, on the 11th inst., the court had to consider the question whether a landlord may, after a tenant has given up possession of the demised premises, follow and seize goods which have been fraudulently removed in order to defeat his right of distress. The plaintiff was tenant to the defendant of a house, for a term which was determined on the 29th of September, 1881, by notice to quit from the defendant. The plaintiff gave up possession of the demised premises on that day, but had previously removed his goods, some before and some after rent had become due. On the 22nd of October the defendant seized the goods so removed. Thereupon the plaintiff brought an action to recover damages for such seizure, and the defendant put in a counter-claim for certain rates and taxes alleged to have been paid by him for the plaintiff, and also for double value of the goods removed. At the trial before Lopes, J., the jury found that the goods had been fraudulently removed, and gave a verdict for the defendant on the claim and counter-claim. Lopes, J., on further consideration, was of opinion that the distress was illegal unless it could be justified under the statutes 8 Anne, c. 14, and 11 Geo. 2, c. 19, but that the former statute did not apply to a tenant whose term had expired, and who had abandoned possession, and that the statute 11 Geo. 2, c. 19, carried the case no further. Judgment was therefore entered for the plaintiff on the claim. The court (BRETT, M.R., COTTON and BOWEN, L.JJ.) affirmed the judgment. BRETT, M.R., said that there could be no question that the seizure of the goods which were removed before rent was due was a trespass. As to the other portion of the goods the landlord remained unprotected by the statutes. Where there has been a fraudulent removal of goods from demised premises, with the intention of defeating the landlord's right of distress, 11 Geo. 2, c. 19, gives the landlord a power of distress in all cases in which, if the goods had not been so removed, he could rightfully have distrained either at common law or under 8 Anne, c. 14. Under the latter statute goods can be seized after the determination of the lease, as if the lease had not been determined, but with the proviso that the distress must be made within six months after such determination, and during the continuance of the landlord's interest and during the possession of the tenant from whom the arrears are due. It is a condition of the application of the statute that the tenant must be in actual possession, whether such possession be wrongful, at will, or on sufferance. But the plaintiff had abandoned possession, and, therefore, the defendant was not protected. COTTON and BOWEN, L.JJ., were of the same opinion.—SOLICITORS, *Thompson & Ward*; *T. Skewes-Cox.*

PRACTICE—PROBATE ACTION—ORDER FOR TRIAL WITHOUT JURY—JURISDICTION—DISCRETION—APPEAL—PROBATE COURT ACT, 1857 (20 & 21 VICT. c. 77), s. 35—ORD. 36, RR. 3, 4, 26.—In a case of *Bunyoine* v. *Meerdaff*, before the Court of Appeal on the 9th inst., the question arose whether an order which had been made by the Probate Division for the trial of a probate action without a jury had been made without jurisdiction, and, if not, whether the order could be appealed from. Section 35 of the Probate Court Act, 1857, provided that "it shall be lawful for the Court of Probate to cause any question of fact arising in any suit or proceeding under this Act to be tried by a special or common jury before the court itself, or by means of an issue to be directed to any of the superior courts of common law, in the same manner as an issue may now be directed by the Court of Chancery, and such question shall be so tried by a jury in any case where an heir-at-law, cited or otherwise made party to the suit or proceeding, makes application to the Court of Probate for that purpose; and in any

other case where all the parties to the suit or proceeding concur in such an application, and where any party or parties other than such heir-at-law make a like application (the other party or parties not concurring therein), and the court shall refuse to cause such question to be tried by a jury, such refusal of the court shall be subject to appeal as herein provided." In the present case the action was brought to establish an alleged will of a testator, the question being whether he was of sound mind. The plaintiff gave notice, under rule 3 of order 36, of trial before a judge and jury, and the trial took place in that way, but the jury could not agree and were discharged. A second trial took place with the same result, the jury being again discharged. The President then, on the application of the defendant, made an order, under rule 26 of order 36, that the action should be tried by a judge without a jury, and the Court of Appeal (BAGGALLAY and LINDLEY, L.JJ.) affirmed his decision. It was urged on behalf of the plaintiff that, having regard to section 35 of the Probate Court Act, the court had no jurisdiction, under rule 26, to order a trial without a jury, and that the action could not, before the Judicature Act, have been so tried without the consent of parties. And it was further urged that, if the court had a discretion to order a trial without a jury, an appeal lay from the exercise of the discretion. It was also contended that when once the action had been set down for trial by a jury, without objection by the defendant, the court had no power to direct another mode of trial. The application ought to have been made before notice of trial. BAGGALLAY, L.J., thought that on the true construction of section 35 the action could, before the Judicature Act, have been tried without a jury without any consent of parties. If the heir-at-law had made an application for a trial with a jury, there could not have been a trial without a jury without consent. But he had not made such an application, and, therefore, rule 26 applied. Then it was said that, the mode of trial having been fixed by the plaintiff's notice of trial, the court had no jurisdiction, under rule 26, to direct any other mode. His lordship could see no reason for thus limiting the power given by rule 26. It was perfectly general in its terms. There was nothing to make it subject to the provisions of any of the previous rules; on the contrary, rule 3 was expressly made "subject to the provisions of the following rules." He thought it quite clear that a notice of trial given by a plaintiff under rule 3 could be interfered with by the judge under rule 26. If the judge did interfere with the plaintiff's notice of trial, this was an exercise of discretion on his part with which the Court of Appeal would not readily interfere. Some little doubt had been occasioned by a passage in the judgment of James, L.J., in *Ruston* v. *Tobin* (27 W. R. 588, L. R. 10 Ch. D. 558). He said, "When a judge has a discretion as to the mode of trial, his exercise of that discretion is not to be interfered with." But if that was to be understood literally, it would be hardly consistent with the judgment of Jessel, M.R., in the same case. In *Hunt* v. *Chambers* (30 W. R. 527, L. R. 20 Ch. D. 365), the Court of Appeal did interfere with the exercise of discretion of a Vice-Chancellor as to the mode of trial, because he had placed the *onus* of proof on the wrong party. That case laid down the true principle—viz., that the Court of Appeal would not interfere unless it was satisfied that the mode in which the discretion had been exercised was clearly wrong. His lordship was not satisfied of that in the present case. The judge knew all the circumstances and thought it better that the third trial should be before a judge without a jury. So far as his lordship was able to form an opinion this was a very wise exercise of the judge's discretion. But he would feel justified in interfering only if he was satisfied that the judge was clearly wrong. LINDLEY, L.J., thought that this case was within rule 26, and that that rule ought not to be narrowed in its operation in the way suggested. And, as to the discretion, he had hardly ever known a case in which it had been bette exercised.—SOLICITORS, *Wood & Wootton; Bell, Brodrick, & Gray.*

PRACTICE—REVIVOR—ORDER OF COURSE—DEATH OF SOLE PLAINTIFF IN ADMINISTRATION ACTION—PERSON HAVING LIBERTY TO ATTEND PROCEEDINGS—ORDER 50.—In a case of *Burstall* v. *Fearon*, before Pearson, J., on the 10th inst., the question arose whether an order of course to revive an administration action could be made on the death of the sole plaintiff by a person who was not a party to the action, but who had been served with notice of judgment and had obtained liberty to attend the proceedings under it. This person had made an application for an order of course to revive, but, on the authority of the recent decision of Chitty, J., in *Delaney* v. *Delaney* (*ante*, p. 418), the order of course clerk declined to make the order. PEARSON, J., on the authority of *Dobson* v. *Faithwaite* (30 Beav. 228), held that, inasmuch as the applicant was, by virtue of his liberty to attend the proceedings, in the position of a party to the action, the order ought to have been made. *Delaney* v. *Delaney* was distinguishable, because the person who in that case desired to revive had not obtained liberty to attend the proceedings.—SOLICITORS, *Bompas, Bischoff, & Dodgson; Stevens, Bawtree, & Stevens.*

COMPANY—WINDING UP—CONTRIBUTORY—HUSBAND AND WIFE—SEPARATE ESTATE—SHARES IN NAME OF MARRIED WOMAN.—In a case of *In re The Fire Re-Insurance Corporation*, before Pearson J., on the 10th inst., the question arose in the winding up of a company whether a husband ought to be placed on the list of contributories in respect of shares which had stood in the sole name of his wife. The wife bought the shares during the coverture by means of savings of her separate income. They were registered in her name alone, the company knowing that she was a married woman. Dividends were from time to time paid to her on her separate receipt. On the winding up of the company the liquidator placed her name on the list of contributories, and he afterwards sought to put on the husband also. Reliance was placed on a passage in Buckley on the Companies Acts (4th ed., p. 72), in which the learned author says, "A married woman may become a shareholder in her own right so as to bind her separate estate," but, he adds, "her husband may, it appears, in such a case be put upon the list too." Reference was also made to *D'Ouseley's case* (*European Arbitration*) (18 SOLICITORS' JOURNAL, 229). PEARSON, J., held that the husband ought not to be placed on the list. The money with which the shares were purchased was really separate estate of the wife, and she invested it with the knowledge of the company as separate estate, and they accepted her as the separate owner of the shares.—SOLICITORS, *Stibbard, Gibson, & Co.; Learoyd & Co.*

WILL—ANNUITY—INSUFFICIENT INCOME OF ESTATE—RIGHTS OF TENANT FOR LIFE AND REMAINDERMAN.—In a case of *Walker* v. *Martineau*, before Pearson, J., on the 7th inst., a question arose as to the rights of a tenant for life and remaindermen with regard to the payment of annuities bequeathed by a will, the income of the estate when invested being insufficient to pay the annuities in full. Subject to the payment of some legacies and annuities, the testatrix gave her personal estate to trustees on trust for a tenant for life and remaindermen. On behalf of the tenant for life it was contended that Government annuities ought to be purchased for the annuitants, and if that was done there would be a surplus of capital available to produce an income for the tenant for life, but a large part of the capital would be expended in making the purchases. Reliance was placed on *Bulwer* v. *Astley* (1 Ph. 422), as showing that the tenant for life was only liable to pay the interest on the value of the annuities. On behalf of the remaindermen it was contended that the income of the residue, so far as it would go, must be applied in payment of the annuities, and that, when necessary, recourse might be had from time to time to the capital. PEARSON, J., held that the latter course was the right one. He said that *Bulwer* v. *Astley* was distinguishable, because in it there was a trust to raise the value of the annuities by a mortgage of real estate, and therefore it was held that the tenant for life of that estate was only liable to pay the interest on the value.—SOLICITORS, *Walker, Martineau, & Co.; Pattison, Wigg, & Co.; Norton & Co.; J. M. Chamberlain; Hollams, Son, & Coward; T. G. Woollacott.*

EXECUTOR—RETAINER—EXECUTOR OF EXECUTOR—CREDITOR IN HIGHER DEGREE—HINDE PALMER'S ACT (32 & 33 VICT. c. 46), s. 1.—In a case of *Wilson* v. *Coxwell*, before Pearson, J., on the 7th inst., some questions arose as to an executor's right of retainer. The first question was whether the right existed in favour of the executors of a deceased executor of the testator whose estate was being administered. The deceased executor left a co-executor surviving him, and therefore his executors did not represent the original testator, but the deceased executor had asserted the right of retainer in his lifetime. On this ground PEARSON, J., held that the case was distinguishable from *Hopton* v. *Dryden* (Prec. in Chan. 179), and that the executors of the deceased executor had a right of retainer. The other point arose thus. The plaintiff was a specialty creditor of the original testator. The deceased executor was a simple contract creditor, as were all the other creditors. It was admitted that there was no right of retainer as against the plaintiff, who was a creditor in a higher degree than the deceased executor, and the question was how the right of retainer was to be worked out consistently with the provision of Hinde Palmer's Act, which places specialty and simple contract creditors on an equality in the administration of the estates of deceased persons. PEARSON, J., held that, after payment of costs, it must be ascertained what amount of dividend the assets would (irrespectively of any right of retainer) pay to all the creditors, including the plaintiff. That dividend must be paid to the plaintiff, and the executors of the deceased executor would then exercise their right of retainer against the residue of the assets. The balance (if any) would be divided rateably among the simple contract creditors.—SOLICITORS, *Oehme & Summerhays; Roberts & Barlow.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings *in Banc*, before GROVE and A. L. SMITH, JJ.)

April 26.—*In re James Henry Crump, a Solicitor.*

In this case a rule *nisi* was obtained in December last, calling upon this solicitor to show cause why he should not answer the matters of an affidavit, or in the alternative be struck off the rolls. The application was made on behalf of the trustees of a Mr. and Mrs. Hawkins, in whose marriage settlement certain leasehold property was included, part of which was subject to two mortgages for £900 and £300 respectively. In October, 1881, the mortgagees for the £900 called in the amount due to them on their mortgage, and Mr. J. H. Crump, who had acted throughout as the solicitor of the trustees, had been furnished with two sums of £600 and £300, so that they might be paid over by him to the mortgagees. On November 24, 1881, the mortgage not having been paid off by Mr. J. H. Crump, the mortgagees had commenced an action against the trustees for Mr. and Mrs. Hawkins in the Chancery Division, in which Mr. Crump had acted for the defendants until October 12, 1882. Soon after the commencement of this suit in chancery he had informed Mr. and Mrs. Hawkins that he had paid into court the amount of the principal, interest, and costs due by their trustees to the mortgagees, after having first, as he told them, tendered it in vain to the latter. It had been agreed by him and the solicitors for the plaintiffs in that action that the evidence in it should be taken only by affidavit, but he had allowed the time to go by during which the defendants, the present applicants, would have been entitled to file their affidavits without having told them anything about it, and without having filed any affidavit at all on their behalf. In October, 1882, Mr.

J. H. Crump admitted to Mr. Hawkins that he had not paid the £900 into court in that action in the Chancery Division, but said he had done so in another one, in which the trustees and Mr. and Mrs. Hawkins had, as they alleged, no interest at all.

Jervis, who appeared for Mr. J. H. Crump, asked the court to refer the whole matter to a master, that he might report upon it. Mr. Crump did not deny that he had in his hands a balance of £580, for which he had to account to the applicants, subject to a deduction from it of the amount of a bill of costs due by them to him. As to the allegation that he had neglected to file any affidavits in the action brought against Mr. Hawkins' trustees, Mr. Crump swore that he had given the same to his clerk that he might file them, and that he had been wholly unaware that the latter had failed to do so until he had read the affidavit used for the present application. He swore he had tendered the £900 to the plaintiffs in the chancery action brought against Mr. Hawkins' trustees, and that he had meant to pay it into court, but had not in the result done so, because he had been advised by counsel that, as that tender had been admitted in writing, it was unnecessary to do so. He also swore in his affidavit that he had been compelled to file his petition for liquidation, but had not included Mr. and Mrs. Hawkins among his creditors, as he fully intended and still did intend to pay them in full.

J. Eldon Bankes, on behalf of the trustees, urged that it was clear that Mr. J. H. Crump had fraudulently withheld a large sum of money from his clients, and had wholly failed to give a satisfactory answer to the affidavit of the applicants.

GROVE, J., said he was of opinion that the affidavit filed by Mr. J. H. Crump was no answer to the charges brought against him, and that the rule to strike him off the rolls must therefore be made absolute.

SMITH, J., concurred.—*Times.*

(Sittings *in Banc*, before GROVE and STEPHEN, JJ.)

May 10.—*In the Matter of Norman Barron, a Solicitor.*

This case, which was first before the court on the 13th of March last, came on again on the report of Master Brewer to the following effect:—In the early part of 1881, one Arthur Watson was committed for trial on a charge of wilful murder, and was tried and convicted on the 12th of May in that year at the Liverpool Assizes, and was afterwards reprieved on the ground of insanity. His father (John Watson) and his brother George retained Mr. Norman Barron for his defence, and that retainer had been both accepted and acted upon. For the purposes of the trial it was necessary to have the attendance of four medical witnesses, and on the 31st of May, 1881, Mr. Barron had sent his bill of costs to Mr. John Watson, containing sums of £10 10s., £5 5s., £5, and £2 2s., purporting to have been paid to those witnesses respectively. Mr. John Watson and his son George, believing that the witnesses had been paid by Mr. Barron, paid him the amount of his bill of costs, including the fees of these medical witnesses, whereas, in truth and in fact, he had not paid them at all. The witnesses had, in fact, afterwards sued him for the amount of their fees, and he had allowed judgment against him to go by default, and, in May, 1882, compounded with his creditors for a composition of four shillings in the pound.

Smyly addressed the court on behalf of Mr. Barron, urging that a lenient view might be taken of his case, which was that of an impecunious man who had received money by driblets, and used it for the wants of the day, and to satisfy his more pressing creditors, instead of retaining it until it had amounted to £22 17s., and he could have paid the fees to the medical witnesses, as had been his duty. Before the trial he had no doubt received in all £61 14s., but at that time he had been nearly £58 out of pocket. In agreeing to take £94 for the balance of £126 due to him, he had, in speaking of the medical witnesses to Mr. John Watson, told him he had to pay them, and it might be fairly said that he had meant thereby that he had then had still to pay them their fees, and generally that such a payment would fall on his shoulders, and not that it had been already made by him. In conclusion, the learned counsel urged the youth of Mr. Barron, and that if the court should think fit to deal with his case leniently, it would no doubt prove a lesson to him which he would not forget in the future.

Wills, Q.C. (who, with *Garth*, appeared on behalf of the Incorporated Law Society), said that the accused man Watson had been a clerk in the Post-office, and that his fellow-clerks had, with great liberality, subscribed funds for his defence. It was no doubt true that these funds had come into Mr. Barron's hands by driblets. The case would have been a much less serious one if he had sworn to a defence which the master had found to be, and which undoubtedly had been, false. In his affidavit he had sworn to a specific agreement having been made between himself and Mr. Watson, that if the latter paid £94 and the fees to the medical witnesses, he would accept such £94 for the balance due to him on his bill of costs—viz., £126, less the £22 17s. due to those witnesses. Such a defence, which, previously to swearing to it in his affidavit, Mr. Barron had set up in a letter to the Law Society, made his case, quite apart from any fraudulent expression as to his having paid the fees to the medical witnesses, a most serious one, as it involved his bringing a totally unfounded charge of perjury against his client, Mr. Watson, with whose affidavit it was in direct conflict.

GROVE, J., in giving judgment, said the court had had some doubt as to whether that misconduct of Mr. Barron, which was of a gross character, ought not to be visited with the most extreme penalty. There could be no question but that what he had stated in his affidavit was untrue, and he would be suspended from practising for three years.

STEPHEN, J., in concurring, said that it had been only on the ground that the court ought to err rather on the side of leniency than of severity, that it had not been ordered that Mr. Barron should be struck off the rolls.—*Times.*

May 11.—*In the Matter of a Solicitor.*

Wills, Q.C. (*Scott* with him), applied for a rule *nisi* calling upon the solicitor in question to show cause why he should not be struck off the rolls. The learned counsel said that he made the present application on behalf of the Incorporated Law Society, and that it would be shown that the solicitor in question had allowed one Levy, recently sentenced at the Old Bailey to a long term of imprisonment for fraud, to carry on business in Long Acre in his name, or had carried on business in partnership with him in a nefarious way. Levy had paid the rent, and the solicitor in question had stated that he had gone to the office only about once a week, and had been paid £2 a week by Levy, who alone had had power to draw on the account kept in the name of the firm, so that there could be very little doubt that the business had substantially been that of Levy, and not of the solicitor in question. The learned counsel said the facts in the case were somewhat complicated, but he did not think it would be necessary for him to go at all fully into them on the present occasion, as he might almost say that the present application was made by the direction of the divisional court, before whom a transaction in which the solicitor in question had been concerned had come. There could, at any rate, be no doubt that it was made with the full sanction of that court, which had taken the course of adjourning the matter then before it until next term, with liberty in the meanwhile to apply to have the solicitor struck off the rolls.

The court granted the rule *nisi*.—*Times.*

In the Matter of W. A. Freston, a Solicitor

Bowen Rowlands, Q.C. (with whom was *W. Hart*), applied in this case for an order to discharge an order of Mr. Justice Denman, made on April 19, 1882, under which an attachment was issued against the above-named solicitor for his failure to deliver up certain documents, and pay a sum of £10 and costs. At the time of the issuing of the order for the attachment, as a matter of fact, all the papers had been delivered up by Mr. Freston, but he had then failed to pay the £10 and costs. A solicitor acting for him had in July last—that was three months subsequently to the issuing and lodging of the writ of attachment—paid a sum of £10, but not the costs. The application was for his release, on the ground that he was no longer in contempt, and though it was admitted that he had not paid the costs, it was contended that by delivering up the documents and the payment of £10 he had purged his offence.

Without calling upon *W. R. Smith* and *Cook*, who appeared to oppose the application, the former on behalf of the solicitors who had obtained the order for the attachment, and the latter for the sheriff,

The COURT refused the application, on the ground that Mr. Freston was still in contempt, and that it was not competent for them to go into the merits of the order of Mr. Justice Denman.

The application was therefore dismissed, with costs.—*Times.*

COUNTY COURTS.

SALISBURY.

(Before Mr. SERJEANT TINDAL ATKINSON, Judge.)

Lovibond v. *Yearsley.*

Breach of contract to purchase fixtures—Inability of vendor to convey by giving a bill of sale.

His HONOUR, who had reserved judgment in this case at the previous court, said:—The plaintiff's claim of £7 8s. being admitted, the defendant relies upon a counter-claim, in which he claims £50 as damages sustained by him by the plaintiff's refusal to purchase certain fixtures agreed to be taken from the defendant by valuation, which agreement is alleged to bear date on the 25th of July, 1882; and, as an alternative counter-claim, an agreement to the same effect made in the month of December, 1881; and, as a further alternative, the defendant claims the sum of £9 for the plaintiff's breach of an agreement to purchase four store casks of the defendant. As no evidence was offered at the hearing of the two last-named alternative counter-claims, it will only be necessary to consider the counter-claim first pleaded, which rests upon a contract said to arise out of a correspondence between a Mr. Dawes, who acted as the agent on the part of the defendant, and the plaintiff's solicitor, Mr. Powning. In substance the contract may be stated to be that, in consideration of the defendant paying to the plaintiff the quarter's rent of the premises that was becoming due on the 29th of September, and a further quarter's rent coming due the following Christmas, the plaintiff, in the event of being "obliged" to take possession of the premises, would purchase the trade and tenant's fixtures at a valuation. At this time Mr. Dawes was the holder of a bill of sale on the defendant's furniture, fixtures, and stock-in-trade, which bill of sale was in force at the time of filing the defendant's counter-claim. The written agreement of tenancy between the defendant and the plaintiff is dated the 12th of December, 1881, and contains a number of provisions in the nature of covenants on the part of the defendant, such as that he would do nothing whereby the licence of the hotel should be forfeited, that he would not give a bill of sale without the consent, in writing, of the plaintiff, and several others of a like prohibitory character, the doing of any of which by the defendant would give the plaintiff an immediate right of re-entry. Whether the alleged agreement relied upon by the defendant that at the end of the tenancy

of any intermediate period the plaintiff on taking possession was bound to take the defendant's fixtures at a valuation, must, as it seems to me, depend upon what is the meaning of the words used in the contract of the plaintiff being "obliged to take possession he would become the purchaser of the fixtures at a valuation." It appears to me that Mr. Dawes, who, in the negotiation, must be taken to be the defendant's agent, had, together with the plaintiff, when the letters forming the contract were written, present to their minds the terms of the agreement of tenancy, and that Dawes was aware that the defendant, by having given a bill of sale to him (Dawes) without the consent of the plaintiff, the latter had acquired a right of re-entry. I conclude that this must be so from the fact that Mr. Dawes, in his letter to Mr. Powning of the 26th of July, 1882, states, "It is expressly understood that the landlord shall not exercise any right he may have under the agreement, in consequence of the tenant having given a bill of sale." It is reasonable to conclude that, having the exclusive right of supplying the hotel with beer, wines, and spirits, the plaintiff's object was to place himself in a position, in the event of the defendant doing any act which might peril the business, or cause a cessation of the business, to have the right of immediate possession—in other words, would, for his own protection, be "obliged to take possession." I think this is the real meaning of the words, and that the intention of the parties was that the plaintiff was only to become the purchaser of the fixtures in the event of the defendant committing a breach of any of those terms of the agreement which, by rendering it necessary for him to retake the hotel, and carry on the business, would make it necessary for the purpose of keeping the hotel as a going concern to take over the fixtures, and that the contract of purchase in this case neither expressly nor impliedly imposed an obligation on the part of the plaintiff to purchase them in the case where the tenancy was determined by notice or in the ordinary way. As the plaintiff never has been, according to the construction I have put upon the contract, "obliged" to take possession, and as the relation of landlord and tenant between the plaintiff and defendant was determined by notice, and no breach of any of the defendant's covenants occurred which "obliged" the plaintiff to enter, the defendant's counter-claim, according to the view I have taken, cannot be supported. There is, however, another answer to the defendant's claim arising out of the bill of sale given by the defendant to Mr. Dawes, which appears to me to be conclusive. This document is dated the 25th of July, 1882, and by it the defendant sells or assigns to Dawes the fixtures the subject-matter of this action. The property in them at the time of filing the counter-claim was not in the defendant, but in the grantee of the bill of sale. Assuming, for the purpose of this view, that there was existing at the time a valid contract for their purchase, the defendant had placed it out of his power to give a good title to the purchaser. There are several authorities which show that when a party has disabled himself from fulfilling a contract, though, before the time allowed for that purpose, he may have recovered the means for doing so, still, in the meantime, the other party has a right to rescind it (*Roper* v. *Coomber*, 6 B. & C. 534). It has been held that a man who contracts to do a certain thing is bound to retain the power to do the act; by his not doing so, he commits a breach of his contract, and a right of action immediately accrues, and dispenses with the necessity of any request to perform it by the party to whom it is made (*Lovelock* v. *Franklin*, 15 L. J. Q. B. 146). In giving judgment in this case, Lord Denman, C.J., said: "In the case of a sale of goods the party contracting to sell may have them ready to deliver as soon as the price is tendered; until such tender he is under no contract to have them in his possession, but a party who agrees to assign his interest in leasehold premises, of which he is at the time possessed, puts it out of his power by assigning the premises to someone else." Here, at the time of filing the counter-claim, all the property that the defendant had in the fixtures was an equity of redemption, and had there been a valid contract of purchase, and a valuation had been made, there existed no power on the part of the defendant to convey the property in the fixtures to the plaintiff. On both grounds, therefore, first, that the contract of purchase depended upon a condition that has never arisen, and, secondly, that, by giving the bill of sale, the defendant had placed it out of his power as a vendee to perform his part of the contract, I hold that the counter-claim is not proved, and that there must be a verdict for the plaintiff for £7 8s.

Solicitor for the plaintiff, *Powning*.
Solicitor for the defendant, *Nodder*.

Mr. Percy Charles Robinson writes to the *Times*:—"On Saturday last I was anxious to obtain an order attaching a debt and serve it before two o'clock. I attended at chambers with the necessary affidavit. There were only two masters present, and they divided the business between them as follows: one was hearing summonses, the other was taxing bills. The one hearing summonses had a very full list; the other had very little to do. I went to the latter and made the application. He was alone, and reading the *Times*, and, though it would not have taken him two minutes to look through the affidavit and make the order, he refused to do so on the ground that it was the business of the master hearing summonses to hear such applications, and when I informed him that the other master would be fully engaged hearing summonses till two o'clock, and pointed out the importance of obtaining the order at once, he absolutely declined to make the order. The result was, I had to go to the other master, and, after some difficulty in getting before him, he stated he would hear the application after he had finished the summonses, and I ultimately obtained the order a few minutes after two o'clock, when it was too late to be served and past the time for drawing up orders. The consequence of the above regulation, for which there is no reason or necessity, may be a loss of £250 to a suitor."

OBITUARY.

MR. SAMUEL STEPHENSON BOOTH.

Mr. Samuel Stephenson Booth, solicitor, of Huddersfield and Holmfirth, died at the latter place on the 5th inst. Mr. Booth was born in 1839. He was admitted a solicitor in 1864, and he had ever since practised at Huddersfield and Holmfirth. He had obtained a high reputation as a county court advocate, and he had a good general practice. He was a perpetual commissioner for the West Riding of Yorkshire, and he had been for several years clerk to the county magistrates for the Holmfirth Division. He was also secretary to the Holmfirth Liberal Association, secretary and solicitor to the Holmfirth Gas Company, and clerk to the Wool Dale Local Board. Mr. Booth's early death has been universally lamented in the neighbourhood.

MR. GEORGE OVERTON.

Mr. George Overton, solicitor, formerly of Merthyr Tydvil, died at his residence, Wotton Mount, Brecon, on the 1st inst. Mr. Overton was the eldest son of Mr. George Overton, of Llanthetty Hall, Brecknockshire, and was born in 1813. He was admitted a solicitor about the year 1837, and he practised for several years at Merthyr Tydvil, where he had an important practice, Mr. John Morgan having been for a long time associated in partnership with him. Mr. Overton was for many years coroner for Glamorganshire. After his retirement from practice he was appointed a magistrate for Brecknockshire. He was also a deputy-lieutenant for the latter county, and in 1877 he served the office of High Sheriff. Mr. Overton was married to the daughter of Mr. Michael Hansley.

MR. CHARLES CHAMPION.

Mr. Charles Champion, solicitor, of 70, Whitechapel-road, died on the 3rd inst. Mr. Champion was born in 1812. He was educated at Christ's Hospital, and was for several years a clerk in the office of Messrs. Jennings & Turner, with whom he afterwards served his articles. He was admitted a solicitor in 1847, and he had practised for about thirty-five years in Whitechapel-road, having been for many years associated in partnership with the late Mr. Millner Jutsum. Mr. Champion had a very extensive practice in the East-end of London, and he was for several years clerk to the Whitechapel-road Lighting and Paving Commissioners, which body was dissolved on the passing of the Metropolis Local Management Act, 1855.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, May 9, Mr. Herbert Tritton Sankey in the chair; the other directors present being Messrs. Asker (Norwich), W. B. Brook, J. Dodds, M.P. (Stockton-on-Tees), Edwin Hedger, H. W. Hooper (Exeter), F. H. Janson, J. H. Kays, R. E. Mellersh (Godalming), R. Pennington, Philip Rickman, J. A. Rose, Sidney Smith, F. T. Veley (Chelmsford), W. M. Walters, and F. T. Woolbert, and Mr. James T. Scott, secretary. A sum of £280 was distributed in grants of assistance, and other general business was transacted.

The half-yearly meeting was held on Wednesday, at the Law Institution, Chancery-lane, under the presidency of Mr. H. T. Sankey, one of the directors. The report read by the secretary (Mr. J. T. Scott) stated that during the six months ending the 28th of February last, 27 new members were admitted to the association; the aggregate number now on the books is 2,726, of whom 1,033 are life and 1,693 annual subscribers; 47 of the life members are also good enough to give annual subscriptions of from one to five guineas each. The audited abstract of the accounts shows that the receipts during the half-year, exclusive of £261 17s. by sale of London and St. Katharine Docks Debenture Stock, amounted to £1,929 12s 3d. In that amount are included two bequests, one of £100 under the will of the late Mr. Henry Spence Fairfoot, and the other of £12 under the will of the late Mr. Christopher Cooke. The board have with pleasure admitted to the privilege of honorary life membership (under Rule IV.) Mr. Henry Webb, of Clement's-inn, one of the late Mr. Fairfoot's executors. Application having been made for the return of income tax deducted from dividends in 1881 and 1882, the sum of £53 9s. 9d. appears in the receipts under that heading. A sum of £512 16s. 3d. was invested during the six months in the purchase of £900 Consols; the £250 London and St. Katherine Docks Four per Cent. Debenture Stock, standing as an investment in the last balance-sheet, has been sold, and the proceeds (£261 17s.) re-invested by the purchase of £259 5s. 2d. Reduced Three per Cent. Annuities. The total Funded Capital on the 28th of February, 1883, amounted to £45,224 15s. 7d., and consisted of £9,500 Consols, £7,259 5s. 2d. Reduced Three per Cents. £19,000 India Four per Cents., £4,417 London and North-Western Railway Four per Cent. Perpetual Debenture Stock, and £5,048 10s. 6d. Metropolitan Consolidated Three-and-a-Half per Cent. Stock. Since the half-yearly account was made up, a sum of £2,142 13s. 2d. has been added

to the funds of the association pursuant to an order of the High Court of Justice, dated November 17, 1882, being the amount (less costs) bequeathed by the will of John Appleton, Esq., of Crosby-square, solicitor, deceased. Owing to the name of the association being wrongly stated as the "Solicitors' Benevolent Institution" in the will, the Law Association contested the right of this association to the bequest. The question was brought before Mr. Justice Kay, who decided in favour of this association, but the litigation reduced the bequest by the amount of £102 14s. 3d. During the same period of six months, the board have distributed to those in need of assistance gratuities amounting to £1,110; £320 in the relief of six cases of members and their families, being an average of over £53 in each case, and £790 in the relief of five non-members and the families of forty-two deceased non-members, being an average of nearly £17 in each case. A sum of £75 was also paid to the recipients of annuities from the income of the late Miss Ellen Reardon's bequest. The balance at the Union Bank of London on February 28 was £117 5s. 9d., and the sum of £15 was in the hands of the secretary. The directors regret having to record the decease of two of their colleagues since the general meeting in October last—Mr. Alfred Cobbold, of Ipswich, and Mr. Frederick Joseph Morrell, of Oxford—in whose places they have elected Mr. Benjamin Page Grimsey, of Ipswich, and Mr. Frederick Parker Morrell, of Oxford. The directors have to report the resignation, in January last, of Mr. Thomas Eiffe, the late secretary of the association, in whose place they have elected their present secretary, Mr. James Thomas Scott, who, having been highly recommended, they have every reason to believe will prove a most efficient officer. The board, in closing this report, desire to express an earnest hope that they may receive the cordial co-operation of all the members in making the anniversary festival this year a source of large benefit to the funds of the association. The festival will be held at the Star and Garter Hotel, Richmond, Surrey, on Wednesday, June 20, and Mr. Robert Few, of London, has kindly consented to preside. Gentlemen willing to become stewards will be good enough to take an early opportunity of forwarding their names to the secretary.

The CHAIRMAN moved the adoption of the report, and said that since the last meeting the balance-sheet had been audited by a professional man and everything had been found correct. It was very pleasing to find that during the past six months they had received an addition to their funds, and that £2,142 had been added to them pursuant to an order of the High Court of Justice, being the amount bequeathed by the will of Mr. J. Appleton, who was a solicitor. He expressed regret at having lost the late secretary (Mr. Eiffe), but it was a pleasing fact to note that the association had secured the services of Mr. J. T. Scott, who would, he believed, carry out his duties efficiently.

Mr. BROOKE seconded the motion, which was carried.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates were successful at the Intermediate Examination held on the 26th of April, 1883:—

Adams, William Henry Farr, B.A.
Atkinson, Arthur
Ayson, Walter Henry
Ballantyne, James
Bell, William George
Barnard, Hugh Girtin
Beves, Gordon
Bilbrough, Edward Power
Blandy, William Charles, B.A.
Bointon, James William
Bouskell, George Edmund
Bowen, James Foyster B.A.
Braithwaite, Robert Edward
Brayshaw, Alfred Neave, B.A.
Brigg, William, B.A.
Bristow, Henry Essex
Bromfield, John Carey
Brown, George Laycock
Brown, John Downing
Browne, James Llewelyn Roe
Bryan, Lindsay Edward George
Burrell, John Joshua
Bury, William Alfred
Bush, Albert
Bygott, Robert
Calder, James
Chavasse, Ernest Ludovick
Chilcott, Edward Smith
Church, Edward Greenhill
Clark, Frederick Stuart
Clark, Thomas Floyd
Clarke, Ronald Stanley, B.A.
Cleverton, Robert Hutchison Albert
Coles, Henry Hartland
Collins, Lionel Beale Kyrle
Cooke, Richard Edward
Cooper, Frederick George Stephen Victor
Cordeaux, Richard Dymoke Cawdron
Corser, Arthur Sandford
Cotman, Arthur
Croome, Frederick William
Cross, George Young
Daniel, Thomas Albiston
David, William Ontario
Davies, Gilbert
Deakin, William Clarke
Dendy, Walter Barnes
Dickinson, Barnard Ormiston, B.A.
Dixon, Charles Edwin
Docker, Alfred
Dodgson, Joseph
Down, William John, B.A.
Drake, Edward Herbert
Dunhill, Edward Smith
Dunn, Charles George
Farrer, William Francis, B.A.
Farrington, Robert
Fawcett, Robert Arthur
Fillmer, Horatio Rutter
Ford, Robert Hall
Foster, Hedley Turner Plimsaul
France, William Stephen
Francis, Albert Edward
Gardner, George James Ernest
Gellatly, Peter Francis
Glossop, Edwin Brownall
Goldman, Isadore
Goodman, George Henry, B.A.
Gosling, John Owen
Goulty, William Howard, B.A.
Gray, Richard
Greenly, Edward
Groome, Alfred
Habgood, Alfred Ernest
Hadley, Tom
Hardman, Herbert
Harris, Edmund Burke, B.A.
Heelas, Archibald Hay Grant
Heslop, John William Bernard
Hilditch, Richard
Hilton, Charles Henry
Hinds, Arthur
Holtom, William Fifield
Hope, Albert Allan
Horner, Christopher
Horrocks, Arthur Edward
Hughes, Thomas John
Ireland, Henry Cubitt
James, Sydney Trefusis
Jefferies, Charles Walter
Jenkins, Henry Vernon Poole
Johnson, Reginald Pelham Barnes, B.A.
Jones, Charles Percy
Jones, Edwin Foulkes
Jones, Frederick Clifford Hamilton
Jones, Lewis Foulkes
Keir, Adam, B.A.
Key-Wells, Arthur Penrhyn
Lambert, Daniel Henry, B.A.
Lee, Ernest
Leech, Frederic Edward
Lewis, Walter William
Lidgey, Charles Albert
Lithgow, Andrew James, B.A.
Lovett, Henry Albert James, B.A. (U.S.A.)
McCartan, John
McLeod, Charles Eldred
Maddock, Rokeby Douglas
Maggs, George Edward Hindley
Markham, Charles Stenton
Martin, Frederick William
Matthews, John Barrington
Maxwell, John Andrew
May, Henry Allan Roughton
May, Henry Arthur
Mayo, John Alderson, B.A.
Morriss, Thomas Hancock
Morris, Ernest Myddleton
Morrison, John Fleming
Moss, William
Mott, Alfred Fenwick
Mudie, Henry
Mulcaster, Walter Villiers
Myers, William Lofthouse
Norman, James Earl, B.A.
Norris, Richard, B.A.
Openshaw, Joseph Thomas
Owen, William Pierce
Phillips, William Alfred Maclure, B.A.
Pickup, George William
Porter, Charles Hornby
Priest, Charles Joseph
Purchase, John Barling
Raworth, Edwin
Reynolds, Francis Jubal
Richards, John Walter
Robinson, Frederick
Rollason, Henry Clive
Rowlands, William Hugh
Rutland, Philip John
Savory, Ernest Jeffery Charles
Scales, George
Scott, Cecil
Service, Frederick William
Shalless, Edwin
Sheffield, Herbert
Shirley, Walter Rayner, B.A.
Sidebotham, Arthur
Slack, Alfred
Smith, Albert William
Smith, Joseph Walter
Smith, Thomas William
Smith, William
Smith, William Threlfall
Snow, Frederic Herbert
Sparling, Arthur Steward Blyth
Sprigge, Frank Augustus
Stanley, Isaac Walton Brown
Steward, Campbell
Straus, Herbert Nathaniel
Swainston, William John
Swan, John Charles
Tanner, Robert
Tarbuck, Frederick William
Temple, Arthur Waldis
Temple, Guy
Thomas, Wilfred Ivanhoe
Thomson, George Campbell, B.A.
Thornely, Thomas Heath, B.A.
Tickner, Avis
Toomer, Herbert, M.A.
Trotman, Edward Peter
Tuckey, George Albert Thomas
Vanderpump, William Charles
Waldy, William
Waldron, Arthur
Watson, John Verity
Watson, William Hargrave
Webb, Browne
Webster, George
West, Horace
Whetstone, Walter
White, Hugh
Whitehead, Arthur Croxall
Wilkinson, Leonard
Williamson, John James
Wills, Maitland, B.A.
Wilson, William Sellers
Winser, George Samuel
Withington, Victor Joseph
Wood, Alfred Henry
Wood, Charles Alfred
Wood, William Reginald
Woodward, Arthur
Wright, Arthur
Wright, Thomas Harry
Wyatt, Henry Crawshay, B.A.
Yates, James Deakin, B.A.

FINAL EXAMINATION.

The following candidates were successful at the Final Examination held on the 24th and 25th of April, 1883:—

Alcock, John Edward
Allin, Edward, B.A.
Andrew, William Henry
Arkle, Benjamin
Ashburner, Thomas
Bagott, Henry Pearman
Barkley, William Henry
Barnard, Harcourt George, M.A.
Bennett, Arthur Henry, LL.B.
Blackburn, Edward
Bowles, Charles Ernest
Burdekin, Arthur Edward
Butler, Frederick William
Caddy, Richard Osborn
Cann, Daniel
Capron, Theodore Henry Shuckburgh
Chamberlin, Harold
Coles, John Berriman Campion
Coxon, Thomas William, B.A.
Craven, Thomas Herbert
Cridland, John Frederick Spencer
Crosby, Ernest
Crow, George
Damant, Atherstone
Davies, Edward Jones
Davies, Ernest Richard
Davies, Horace Addison Charles Eugene
Davis, Henry Newnham, B.A.
Day, Alexander Estcourt
Dymott, Sidney Edward
Edwards, Frank Aubrey Harrison
Entwisle, Robert Leach
Fletcher, Richard Ashton
Forrest, Daniel
Foster, Edward Pyndar
Fox, Frank Edward
Fox, Frederic William
French, Henry Saunders
Fryde, Isaac
Gair, John Hamilton
Garnett, Philip Frederic
Giles, Frederick Hope
Gossling, Tom Ellison
Graham, Charles Whitbread
Griffith, John Walter
Griffiths, David Edwardes
Grout, Joseph Osborn

Hall, Thomas William
Hare, Richard
Heath, Walter, B.A.
Holt, Edwyn
Howson, Thomas
Hudson, Charles James
Hussey, Henry Cochrane
Ireland, Frederick Schomberg
Jackson, Charles James
Johnston, Frederick William
Kemp, Charles Percival
Kent, Robert
Kingston, James Philips
Knight, John
Knight, Joseph Guy
Lambe, Henry Edward, B.A.
Land, William Henry
Lang, Frederick
Lawrence, Charles Arthur
Lawrence, William Thomas
Leng, John Robert
Malham, George
Marshall, Frank, B.A.
Mawdesley, Ernest, B.A., LL.B.
Maxfield, William Ashley
Milligan, Harry
Milling, Horace
Minton, Samuel Edward
Mirams, Arthur
Morris, Samuel
Mountain, Arthur
Nicholls, Harry Welfit
Noble, Joseph Horace, B.A.
Norton, Robert
Pakeman, John Robert
Parsons, Herbert
Pasmore, Leonard Nicholas Savery
Perry, Bernard Joseph
Peters, Emil Wilhelm Ludwig Ulrich
Piercy, Thomas
Pitman, Warren Heanes
Pope, Michael Herbert, B.A.
Popham, Benjamin Francis
Porter, John Chester
Quiggin, William
Roberts, Charles Herbert
Roberts, Frank Leonard
Roberts, William
Robertson, Edmund George
Robins, Frank
Salt, Bernard Arthur Charles
Salt, Francis Everard
Saunders, Elizur Thomas
Slater, William Wilkinson, B.A.
Smith, Charles Manners
Smith, John Ralph
Spence, Edward Fordham
Spickett, William
Squire, William Barclay, B.A.
Swift, Walter George
Sykes, George Henry
Taylor, Tom George
Thompson, John William Howard
Timbrell, Andrew William
Townend, William
Trask, James Arthur
Tyas, Charles Joseph, M.A.
Ulcoq, Andrew
Venning, Alfred Willmott
Vezey, Thomas
Viney, Ernest
Waddle, Matthias
Whitehead, Arthur
Whitelock, William Henry, B.A.
Williams, John Smith
Williams, Richard David
Winterton, Frank
Wooler, Richard George
Wright, Frederic Edward

LEGAL APPOINTMENTS.

Mr. Henry Sacheverel Sherry, solicitor, of 4, Raymond-buildings, Gray's-inn, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Middlesex and the Cities of London and Westminster.

Mr. Joseph Clifton Thompson, solicitor, of Workington, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Cumberland.

Mr. Thomas Butler, solicitor, of Broughton-in-Furness, Dalton-in-Furness, and Millom, has been appointed a Perpetual Commissioner for Lancashire and Westmoreland for taking the Acknowledgments of Deeds by Married Women.

Mr. Herbert Beaumont, solicitor (of the firm of Harrison & Beaumont), of Wakefield, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the West Riding of Yorkshire.

Mr. William Lambrook Walkem, solicitor, of Plymouth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Stephen Herbert Gatty, barrister, has been appointed Attorney-General for the Leeward Islands. Mr. Gatty is the son of the Rev. Alfred Gatty, D.D., Vicar of Eccleshall, Yorkshire. He was called to the bar at the Middle Temple in Michaelmas Term, 1874, and he has practised on the North-Eastern Circuit and at the West Riding, Leeds, and Sheffield Sessions.

Mr. John Tankerville Goldney, Attorney-General for the Leeward Islands, has been appointed a Puisne Judge of the Supreme Court of the Colony of British Guiana, in succession to Mr. Francis Fleming, who has been appointed Queen's Advocate for Ceylon. Mr. Goldney is the second son of Sir Gabriel Goldney, Baronet, M.P. He was called to the bar at the Inner Temple in Easter Term, 1869, and he formerly practised on the Northern Circuit. He has been Attorney-General for the Leeward Islands since 1880.

Mr. William Markby, D.C.L., Reader in Indian Law in the University of Oxford, has been elected a Fellow of All Souls' College.

Mr. Edward Harry Adcock, of Palmerston-buildings, Old Broad-street, and Croydon-road, Penge, solicitor, has been appointed a Commissioner of the Supreme Court of the Colony of the Cape of Good Hope. Mr. Adcock was admitted in 1865.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

May 10.—*Bills Read a Second Time.*

Private Bills.—Earl of Aylesford's Estates (No. 2); Metropolitan Street Improvements Act, 1877 (Amendment); Burnley Borough Improvement; Kingston-upon-Hull Docks; Longton Extension and Improvement.

Medical Act (1858) Amendment.

Bills Read a Third Time.

Private Bills.—Newborough Drainage; Staveley Water; Hawarden and District Water.

Pluralities Acts Amendment.

New Bill.

Cathedrals Act Amendment (Bishop of Carlisle).

HOUSE OF COMMONS.

May 10.—*Bill Read a Second Time.*

Private Bill.—East and West India Dock.

Bill in Committee.

Customs and Inland Revenue.

Bills Read a Third Time.

Private Bills.—Borrowstounness Harbour; British Fisheries Society; Maryport and Carlisle Railway (No. 2); Midland Railway; Nottingham Corporation; Portsmouth Street Tramways Amalgamation; Seafield Dock and Railway.

New Bill.

Bill to amend the Law relating to Agricultural Holdings in England (Mr. Dodson).

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Ice Factory Construction Company, Limited.—Petition for winding up, presented May 9, directed to be heard before Chitty, J., on May 26. Caister and Shearman, New inn, Strand, solicitors for the petitioners

Ramsgate Promenade Pier Company, Limited.—Bacon, V.C., has, by an order dated April 28, appointed Roderick Mackay, 3, Lothbury, to be provisionally official liquidator

Willingsworth Colliery Company, Limited.—Petition for winding up, presented May 9, directed to be heard before Chitty, J., on May 26. Smiles and Co, Bedford row, agents for Duignan and Co, Walsall, solicitors for the petitioners

[*Gazette*, May 11.]

Ashted Brewery Company, Limited.—Creditors are required, on or before June 16, to send their Christian and surnames, and their addresses and descriptions, to Mr Luke Jesson Sharpe, Birmingham. Monday, June 25 at 1, is appointed for hearing and adjudicating upon the debts and claims

Commercial Union Bank, Limited.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Mr Edmund Charles Chatterley, 3, Queen st, Cheapside. Friday, June 22 at 11, is appointed for hearing and adjudicating upon the debts and claims

Fuller's Earth and Silica Company, Limited.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Francis Joseph Thomas Moore, 98, Cannon st. Friday, June 22 at 11, is appointed for hearing and adjudicating upon the debts and claims

Globe Wine Company, Limited.—Petition for winding up, presented May 11, directed to be heard before Pearson, J., on May 25. Hadley and Garland, Queen Victoria st, solicitors for the petitioners

Honduras Inter-Oceanic Railway Company, Limited.—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to John William Atkinson, 31, Lombard st. Saturday, July 7 at 12, is appointed for hearing and adjudicating upon the debts and claims

J. B. Lambe and Company, Limited.—Pearson, J., has, by an order dated May 7, appointed Charles Chatteris, 1, Queen Victoria st, to be official liquidator

Skegness Pier Company, Limited.—Petition for winding up, presented May 11, directed to be heard before Pearson, J., on June 1. Ullithorne and Co, Field ct, Gray's inn, agents for Dodds and Co, Stockton-on-Tees, solicitors for the petitioners

Wheal George Lead Mining Company, Limited.—By an order made by Kay, J., dated May 4, it was ordered that the above company be wound up. Gregory, Bishopsgate st Within, solicitor for the petitioner

[*Gazette*, May 15.]

Unlimited in Chancery.

Ramsgate and Margate Tramways Company.—Petition for winding up, presented May 2, directed to be heard before Pearson, J., on May 25. Burlee and Co, Finsbury circus, solicitors for the petitioner

[*Gazette*, May 15.]

County Palatine of Lancaster.

Limited in Chancery.

International Marine Hydropathic Company, Limited.—The Vice-Chancellor has, by an order, dated May 5, appointed John Charles Stead, of 24, Dale st, Liverpool, to be official liquidator. Creditors are required, on or before May 31, to send their names and addresses and the particulars of their debts or claims to the above. Monday, July 2, at 11, is appointed for hearing and adjudicating upon the debts and claims.

[*Gazette*, May 15.]

Stannaries of Cornwall.

Limited in Chancery.

Newquay Mining Company, Limited.—By an order made by the Vice Warden on April 28 it was ordered that the voluntary winding-up of the said company be continued. Hodge and Co, Truro, Solicitors for the petitioners.

[*Gazette*, May 15.]

Friendly Societies Dissolved.

Bricklayers' United Friendly Benefit Society, Wrestlers' Inn, Newmarket rd, Cambridge. May 7

Victoria Lodge of Loyal Orangemen, Pack Horse Inn, Boothfold, Lancaster. May 4

[*Gazette*, May 11].

Alexandra Lodge, Grand United Order of Oddfellows, Borough rd, Birkenhead. May 9

[*Gazette*, May 15.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

Brettingham, Thomas Clark, Higham Lodge, Suffolk, Esq. June 1. Melhado v Woodcock, Pearson, J. Ryland, Lincoln's inn fields

Gulliver, George, Canterbury, Surgeon Royal Horse Guards. June 4. Gulliver Gulliver, Chitty, J. Thompson, Devereux ct, Temple

May, Elizabeth, Newlands, Kingston, nr Portsmouth. May 25. May v Dowse, Pearson, J. Dowse, New inn, Strand

Roberts, David, Ty Maur, Pen-y-Gaer, Llanfihangel, Denbigh. May 24. Roberts v Roberts, V.C. Bacon. Adams, Ruthin

Teasdale, Jane, Bradford, York. June 4. Whitehead v Dewhirst, Chitty, J. Stamford, Bradford

[*Gazette*, May 4.]

Coney, Bicknell, Junior United Service Club, Major in the Army. June 5. Coney v Bennett, Chitty, J. Ellis, Newmarket

Hazel, Joseph, Stretham, Cambridge, Farmer. May 31. Hazel v Hazel, Kay, J. Archer, Ely

Jones, Henry, Littleport, Cambridge, Farmer. June 2. Calver v Laxton, Kay, J. Beloe, King's Lynn

Lee, Samuel, Chesterfield, Derby, General Dealer. June 4. Lee v Lee, Chitty, J. Philpott, Guildhall chambers, Basinghall st

Moreton, William, Moreton Flat, Stanton, York, Yeoman. May 29. Goldring v Lancaster, V.C. Bacon, Teale, Leyburn

Parrott, Sarah, Blackheath, Kent. June 1. Queneborough v Robinson, Kay, J. Benning, Dunstable

Pearson, Charles Buchanan, Bath, Clerk. June 5. Pearson v Pearson, Pearson, J. Gibbs, Bath

Potts, John Mark, Newcastle on Tyne, Wire Worker. June 1. Turnbull v Potts, Kay, J. Daggett, Newcastle on Tyne

[*Gazette*, May 8.]

Ellis, William Archer, Woodbury, Devon, Maltster. May 31. Collins v Ellis, Pearson, J. Roberts, Exeter

Hinds, William, Birmingham, Gent. June 4. Procter v Hinds, Kay, J. Baker, Birmingham

Spencer, Rudolph Hamilton, Woodlands, Hants. June 11. Spencer v Spencer, Chitty, J. Nisbet, Lincoln's inn fields

Wild, Joel, Whitle, Glossop, Derby, Farmer. June 16. Wild v Wild, Pearson, J. Grundy, Stockport

[*Gazette*, May 11.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

Attrill, Daniel, Week Farm, Isle of Wight, Yeoman. June 2. Buckell, Newport

Barlow, Aaron, Leeds, Furniture Dealer. June 1. Dale, Leeds

Barnes, Robert, Workington, Cumberland, Innkeeper. June 1. Milburn, Workington

Broadway, John, Solihull, Warwick, Farmer. May 31. Mitchell and Son, Birmingham

Chadwick, John, Eastfield-in-Mirfield, York, Gent. June 1. Chadwick, Dewsbury

Davis, Joseph, Liverpool, Coal Merchant. May 30. Simpson and Hockin, Manchester

Dicker, William Pardon, Newton Abbott, Devon, Butcher. June 1. Jerman, Exeter

Earle, Nicholas, Fallowfield, near Manchester, Gent. June 30. Earle and Co, Manchester

Faulkner, Samuel, Bowdon, Chester, Gent. June 30. Claye and Son, Manchester

Fletcher, John, Lye, Worcester, Farmer. May 30. Collis, Stourbridge

Giles, Alfred, Reading, Berks, Shopkeeper. June 25. Hoffman, Reading

Howlett, William, Norwich, Pianoforte Seller. May 31. Simpson, Norwich

Hoyle, James, Haslingden, Lancaster, Contractor. June 9. Wright, Haslingden

Jobbson, Henry Robert Allan, Sunderland, Durham, Esq. June 1. Kidson and Co, Sunderland

Joyce, Mary Ursula, Edinburgh. June 15. Currie and Co, Lincoln's inn fields

Langshaw, John, Elmside, Lancaster, Esq. June 11. Watkins, Bolton

Leonard, Clement, Conway ct, High st, Marylebone, Retired Chandler. June 16. Leathley and Phipson, Lincoln's inn fields

Lever, Thomas, Westbromwich, Stafford, Publican. May 31. Sheldon, Wednesbury

Levy, John, London rd, Southwark, Clothier. June 15. Rubinstein, Regent st, Waterloo place

Lewis, Amy, Little Stanhope st, Mayfair. June 13. Barnard and Co, Lincoln's inn fields

Lewis, Charles, West Gorton, near Manchester, Painter. July 1. Richardson, Buxton

Lodge, Thomas, Pontefract, York, Farmer. June 19. Arundel, Pontefract

Pusey, Rev Edward Bouverie, Christ Church, Oxford. June 30. Tylee and Co, Essex st, Strand

Reed, Henry, Cherambaddy, Atacamund, Madras, India, Mining Captain. July 1. Jenkins, Penryn

Roberts, James, St Stephen's sq, Tabard st, Southwark, Wood Dealer. June 30. Roberts, Baldwin st, City rd

Roberts, John Ireson, Luton, Bedford, Straw Plait Merchant. May 24. Cooke, Luton

Russell, George Ireland, Gravesend, Kent, Doctor of Medicine. June 10. Bewley, Gravesend

Saxon, Daniel, Newton, near Hyde, Chester, Gent. June 24. Redfern, Oldham

Selous, Angiolo Robson, Gloucester rd, Regent's park, Stockbroker. June 16. Fletcher, Finsbury circus

Tetley, Francis William, Westwood, near Leeds, Common Brewer. May 31. Rawson and Co, Leeds

Twford, Helen, Brighton, Sussex. June 30. Bannister, Basinghall st

Ward, William Lewis, Gravesend, Surgeon. June 15. Finch and Co, Gray's inn sq

Watson, William Bradshaw, Cheadle, Chester, Brewer. June 23. Hampson, Manchester

White, Elizabeth, Caversham, Oxford. June 7. Hoffman, Reading

Wilkinson, William, Huddersfield, Innkeeper. June 16. Claigh and Brook, Huddersfield

Woodnutt, Caroline, Sandown, Isle of Wight, Hants. June 15. Hamilton and Co, Ventnor, I.W.

[*Gazette*, May 4.]

Akers, John, Roydon, Essex, Farmer. July 5. Moresby-White and Co, Chancery lane

Bennett, Joseph Henry, Devonport, Devon, Mess Steward R.N. June 24. Curteis and Pearse, Plymouth

Bent, Thomas, Westleigh, Lancaster, Gent. June 24. Marsh, Leigh

Binns, John, Huddersfield, York, Rope and Twine Manufacturer. May 12. Ainley, Huddersfield

Castle, James, Brighton, Sussex, Gent. June 16. Satchell and Chapple, Queen st, Cheapside

Copp, John, Stapleton, Gloucester, Gent. June 6. Hunt and Co, Bristol

Dent, Isabella, Huddersfield, York. June 4. Laycock and Co, Huddersfield

Dent, John, Huddersfield, York, Merchant. June 4. Laycock and Co, Huddersfield

Dickin, Thomas Parkes, Croydon, Surrey, Solicitor. June 30. Elborough and Dean, Queen Victoria st

Flinders, Joseph, Woodborough, Nottingham, Frame Work Knitter. June 8. Kirkland, Southwell

Freeman, Walter, Longton, Stafford, China Manufacturer. July 2. Clarke and Hawley, Longton

Garrard, William, Ticknall, Derby, Gent. June 28. Sale and Mills, Derby

Grey, George, Newcastle upon Tyne, Assistant Overseer. June 2. Stewart, Newcastle upon Tyne

Hawkridge, Anne, Nottingham. June 23. Watson and Co, Nottingham

Hepworth, William, Huddersfield, York, Cordwainer. June 4. Laycock and Co, Huddersfield

Jardine, Elizabeth, Oxford. June 8. Hazel and Baines, Oxford

Johnson, William John, Fleet st, Printer. June 30. Burr, Little Britain

Luce, Ashfield, Bath. June 15. Gibbs, jun, Bath

MacDonald, Jan, Brighton, Sussex, Esq. June 25. Rhodes, Chancery lane

McFarquhar, John Laurence, Kensington gardens terrace, Hyde park, Esq. June 24. Watney and Co, Clement's lane

Maitland, Mary, Wilton st, Belgrave sq. May 25. Talbot and Tasker, Bedford row

Martin, Emily, Binfield rd, Clapham rd. May 31. Shaen and Co, Bedford row

Rivett-Carnac, Maria Jane, Bourton on the Water, Gloucester. June 20. Beaufort, Paper bldgs, Inner Temple

Rudd, John, Throston, nr Hartlepool, Durham, Innkeeper. June 4. Todd and Harrison, Hartlepool

Sprague, Hannah, Exmouth, Devon. June 21. Vine, Exmouth

Taylor, Julia, Bristol. June 15. Sturge, Bristol

Watts, John, Liskeard, Cornwall, Seed Merchant. June 6. Coad, Liskeard

[*Gazette*, May 8.]

Barraclough, Francis, Llangollen, Denbigh, Gent. June 20. Hulme and Co, Manchester

Bartlett, Mary Ann, Eltham, Kent. Oct 12. Mote, Walbrook

Bell, John, Darlington, Durham, Engineer. May 28. Waistell, Darlington

Breeze, Sarah, Birmingham. June 23. Wright and Marshall, Birmingham

Brooke, Jane Maria, Cheltenham, Gloucester. June 11. Gale, Cheltenham

Brown, Margaret Elizabeth, Holland Park. June 11. Mackrell and Co, Cannon st

Browne, Philip Augustus, Devonshire pl, Portland pl, Esq. June 24. Wadeson and Malleson, Austin Friars

Carter, Richard, Davenham, Chester, Gent. June 24. Cheshire, Northwich

Chapman, Thomas, Croydon, Surrey, Dealer in Building Materials. June 11. Streeter, Croydon

Fisher, Charles, Oxford, Retired College Manciple. June 5. Walsh, Oxford

Garnett, George, Morley, York, Cloth Manufacturer. June 25. Cousins, Leeds

German, William, Measham Lodge, Derby, Estate Agent. June 24. Smith and Mammatt, Ashby-de-la-Zouch

Goodall, Fanny, Bearwood. June 1. Beale and Martin, Reading

Habicht, Claudius Edward, Craven hill gardens. June 16. Stibbard and Co, Leadenhall st

Hattersley, Ellen, Barnsley, York. June 30. Maddison, Barnsley

Hooper, Sarah, Watford, Hertford. June 15. Benning, Dunstable

Hughes, John, New Brighton, Chester, Gent. July 1. Smith and Son, Liverpool

Hurst, William, Epworth, Lincoln, Farmer. Aug 16. Sharp, Epworth

Ilbery, James, Beer lane, Tower st, Licensed Bonded Carman. June 20. Gardner, Leadenhall st

Isaac, Jane, Winford, Somerset. June 20. Perham, Bristol

Jones, Edward, Ruabon, Denbigh, Carter. June 18. James and James, Wrexham

Jones, John, Swansea, Glamorgan, Solicitor. June 12. Glascodine and Carlyle, Swansea

Lawson, William, Loughborough rd, North Brixton. July 1. Hyde and Co, Ely pl, Holborn

Legood, Samuel, Norwich, Hay and Straw Dealer. June 9. Bignold, Norwich

MacDonald, Ian, Brighton, Sussex, Esq. June 25. Rhodes and Son, Chancery lane

Matthews, Mary, Starcross, Devon. June 25. Huggins, Exeter

Moss, Emanuel, Upper Westbourne terrace, Gent. June 28. Rubinstein, Regent st

Neary, James, Harrow, Grocer. June 25. Eagleton, Chancery lane

Newman, Edward, Ponder's End, Brickmaker. June 7. Lewis, Wilmington sq, Clerkenwell

Parkin, John, Chesterfield, Derby, Gent. June 30. Jones and Middleton, Chesterfield

Rae, William Maples, Cheltenham, Gloucester, Esq. June 11. Gale, Cheltenham

Riley, Susannah, Rendle st, Telford rd, North Kensington. June 24. Rubinstein, Regent st, Waterloo pl

Simpson, Anne Hannah, Croydon, Surrey. June 7. Woodbridge, Clifford's inn, Fleet st

Sprague, Mary, Exmouth, Devon. June 30. Chapman, London wall

Sturdy, Thomas, Halewood, nr Liverpool, Lancaster, Innkeeper. June 12. Spinks and Gawith, Liverpool

Symes, James Fynmore, Axminster, Devon, Retired Surgeon. June 24. Forward, Axminster

Talbot, Edward Ernest, Liverpool, Marine Insurance Broker. June 21. Pierce and Hartley, Liverpool

Tapper, Ambrose William, Drayton Park, Highbury, Meat Salesman. June 21. Nicholls, Lincoln's inn fields

Wade, Charles, Myatt rd, Brixton, Gent. June 24. Gray, Edgware rd

Walker, Joseph, York, Gent. May 31. Dyson, York.

Wreford, Eliza, Exeter. June 30. Huggins, Exeter

[*Gazette*, May 11.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, May 21	Mr. Koe	Mr. Carrington	Mr. Pemberton
Tuesday 22	Clowes	Lavie	Ward
Wednesday..... 23	Koe	Carrington	Pemberton
Thursday 24	Clowes	Lavie	Ward
Friday..... 25	Koe	Carrington	Pemberton
Saturday..... 26	Clowes	Lavie	Ward

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, May 21	Mr. Jackson	Mr. Merivale	Mr. Farrer
Tuesday 22	Cobby	King	Teesdale
Wednesday..... 23	Jackson	Merivale	Farrer
Thursday 24	Cobby	King	Teesdale
Friday..... 25	Jackson	Merivale	Farrer
Saturday..... 26	Cobby	King	Teesdale

RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held at their sale-room, Crown-court, Old Broad-street, E.C., on the 17th inst., the following were among the prices obtained:—Great Wheal Worthy Tin, 3s.; Olathe Silver Mining, 2s. 6d. to 3s.; Veloplastic Company £1 shares, 10s. paid, 12s. 6d.; Swindon, Marlborough, and Andover Railway (Preference), £8; Chapel House Colliery Company, 7s.; Max Greger, 12s. 6d.; Almadu and Tirito, 13s. 9d.; Frongoch Mine, 20s. 6d.; and other miscellaneous securities fetched fair prices.

SALE OF THE ENSUING WEEK.

May 24.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2 p.m., Freehold Property (see advertisement, May 5, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ATHERLEY-JONES.—May 5, at 1, Priory-gardens, Chiswick, the wife of L. A. Atherley-Jones, barrister-at-law, of a son.

MACONOCHIE.—May 11, at 65, Northumberland-street, Edinburgh, the wife of Charles C. Maconochie, advocate, of a son.

MARRIAGE.

STACKE—HEDLEY.—May 2, at St. James' Church, Westbourne-terrace, Henry Aloysius Stacke, of the Inner Temple, barrister-at-law, to Minnie Elizabeth, daughter of Captain George Hedley, of 23, Sussex-gardens, Hyde-park.

DEATHS.

CHICHESTER.—May 1, at 97, Belgrave-road, John Hopton Russell Chichester, barrister-at-law, aged 77.

GOLDSMITH.—At 21, Warrior-gardens, St. Leonard's-on-Sea, George Goldsmith, A.M., of the Middle Temple, barrister-at-law, aged 80.

PICKETT.—May 2, at the Lodge, Gatton Point, Redhill, Henry Pickett, of 3, King's Bench-walk, Temple, solicitor, aged 58.

LONDON GAZETTES.

Bankrupts.

FRIDAY, May 11, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cantley, Hugh Donaldson, Bread st, Manchester Warehouseman. Pet May 8. Murray. May 25 at 12.30

Hewitt, Thomas, Offa rd, Highbury, Builder. Pet May 8. Brougham. May 22 at 12

Hudgell, Edward, Hornsey, Innkeeper. Pet May 9. Brougham. May 22 at 12.30

Powell, Edward Henry, Tiverton, Devon. Pet May 9. Hazlitt. May 30 at 12.30

Wrangham, Thomas, Metropolitan Meat Market, Butcher. Pet May 7. Pepys. May 30 at 12

To Surrender in the Country.

Butt, Hugh James, Salford, Lancaster, Ironmonger. Pet May 9. Hulton. Salford, May 30 at 2

Chadwick, John, Brighton, Lieutenant in Her Majesty's Army. Pet May 7. Jones. Brighton, May 31 at 11.30

Coates, James Douglas, and Rosa Alice Coates, King's Norton, Worcester, Bakers. Pet May 4. Cole. Birmingham, May 22 at 2

Davidson, James, Newcastle-upon-Tyne, Carrier. Pet May 8. Ingledew. Newcastle, May 23 at 11

Rawlinson, Joseph, Borwick, Lancaster, Joiner. Pet May 8. Holden. Bolton, May 23 at 11

TUESDAY, May 15, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Kellond, John, and Henry Kellond, Park rd, Willesden green, Builders. Pet May 10. Hazlitt. May 30 at 1

To Surrender in the Country.

Chave, Alfred, Paignton, Devon, Builder. Pet May 10. Edmonds. East Stonehouse, May 28 at 12

Dedman, William, Rugwood, Hants, Licensed Victualler. Pet May 11. Wilson. Salisbury, May 28 at 12

Dutch, Edward, Liverpool, Quarry Proprietor. Pet May 10. Cooper, Liverpool, May 28 at 12

Fearon, Samuel, Seaton, Cumberland, Farmer. Pet May 12. Musgrave. Cockermouth, June 4 at 4

Harrison, Tom, Attercliffe, York, Auctioneer. Pet May 10. Wake. Sheffield, May 30 at 1

Holland, James Joseph, Tyldesley, Lancaster, Innkeeper. Pet May 10. Holden. Bolton, May 30 at 11

Ottaway, Richard, Faversham, Kent, Coal Merchant. Pet May 11. Furley. Canterbury, June 1 at 11

Pickup, George, Blackburn, Lancaster, Boot Maker. Pet May 12. Bolton. Blackburn, June 1 at 11

Smallwood, Joseph, Derby, Wine and Spirit Dealer. Pet May 7. Weller. Derby, May 25 at 12

Taylor, Matthew, Bolton, Lancaster, of no occupation. Pet May 12. Holden. Bolton, June 4 at 11

Walliss, Harry, Mansfield, Nottingham, Cotton Doubler. Pet May 12. Patchitt. Nottingham, May 29 at 2

Whitehead, Robert, Birmingham, Provision Merchant. Pet May 10. Parry. Birmingham, May 28 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, May 11, 1883.

Hodges, T T , Aldershot, Captain 76th Regiment. May 4

Ritso, Frederick G , Bernard st, Russell sq, Transfer Clerk. May 8

Witherby, Francis, Warnford ct, Throgmorton st, Stock and Share Broker. April 27

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 11, 1883.

Allen, Kirk, Fendrayton, Cambridge, Nurseryman. May 29 at 11 at office of Margetts, Huntingdon

Bellhouse, William Dean, Armley, nr Leeds, Forgeman. May 24 at 11 at office of Shaw, Commercial st, Leeds

Booker, Edmund, Letcombe Regis, nr Wantage, Berks, Blacksmith. May 30 at 3 at Blue Boar Hotel, Wantage Boodle, New Swindon

Bouts, John, Grange rd, Bermondsey, Grocer. May 21 at 3 at office of Groom, Wormwood st. Cattlin, Wormwood st, Old Broad st

Bradshaw, William Septimus, Preston, Jeweller. May 24 at 1 at Midland Hotel, New st, Birmingham. Fryer, Preston

Brain, Charles Cornelius, East Dean, Gloucester, Chemical Manufacturer. May 25 at 12 at Spread Eagle Hotel, Gloucester. Robinson, Mitcheldean

Breakell, George, Garstang, Lancaster, Veterinary Surgeon. May 25 at 11 at 15, Winckley st, Preston. Jukes, Preston

Breeden, Thomas, jun, King's Norton, Worcester, Gasfitter. May 21 at 3 at office of East and Smith, Old sq, Birmingham

Brereton, James Barry, Gildersome, York, Physician. May 23 at 11 at office of Tunnicliffe, Market st, Bradford

Brown, William, Sunderland, Draper. May 23 at 11 at office of Robinson, West Sunniside, Sunderland

Brunsden, George, Gipsy Hill rd, Lower Norwood, Cabinet Maker. May 21 at 3 at office of Clift, Cheapside

Budd, Thomas Clayton, and George Barton Scholes, Salford, Lancaster, Varnish Manufacturers. June 4 at 3 at office of Entwisle and Cole, Princess st, Manchester

Burrows, George, Whitehaven, Cumberland, Earthenware Dealer. May 28 at 2 at office of Braithwaite, Lowther st, Whitehaven

Clapham, James, Huddersfield, York, Innkeeper. May 29 at 3 at office of Welsh, Queen st, Huddersfield

Clark, Charles, Cambridge rd, Kilburn, Auctioneer. May 28 at 2 at office of Tilley, Brondesbury ter, Edgware rd

Clark, John Glasson, St Austell, Cornwall, Agricultural Implement Dealer. May 28 at 11 at Bude Hotel, Sidwell st, Exeter. Coode and Co, St Austell

Collin, Robert Wood, Warrington, Lancaster, Builder. May 29 at 3 at Lion Hotel, Warrington. Davies and Co, Warrington

Cooper, John, Warwick, Baker. May 30 at 3 at office of Jacques, Temple row, Birmingham

Copper, Fanny, Wiveliscombe, Somerset, Milliner. May 24 at 11 at office of Crawshaw, East st, Taunton

Crathorne, Allan, Ferryhill Station, Durham, Wine Merchant. May 24 at 11 at office of Bell, Market pl, Durham

Crosley, George, Doncaster, York, Millwright. May 25 at 2.30 at Elephant Hotel, St Sepulchre gate, Doncaster. Burdekin and Co, Sheffield

Crutchley, George, Birmingham, Metallic Bedstead Manufacturer. May 24 at 11 at office of Taylor, Colmore row, Birmingham

Davies, Anne, St Clears, Carmarthen, Grocer. May 22 at 3 at office of Griffiths, St Mary st, Carmarthen

Davies, Henry, Trevethin, Monmouth, Grocer. May 29 at 2 at Queen's Hotel, Newport. Collingwood, Newport

Dewitt, James, Harbury, Warwick, Contractor. May 23 at 12 at Manor House Hotel, Leamington Priors. Sanderson, Warwick

Dodd, William, Greenwich, Builder. May 22 at 3 at office of Scard, Blackheath rd, Greenwich

Easton, George, Bishop Auckland, Durham, Boot Dealer. May 25 at 11 at offices of Stillman, North Bondgate, Bishop Auckland

English, John William, and Thomas English, Leeds, Match Manufacturers. May 24 at 11 at Law Institution, Albion pl, Leeds. Dale, Leeds

Exley, Robert, Heaton, nr Bradford, Worsted Spinner. May 23 at 11 at office of Killick and Co, Commercial Bank bldgs, Bradford

Fenn, Alfred, Chelmsford, Builder. May 23 at 10.30 at the Board Room, Corn Exchange, Chelmsford. Dixon, Chelmsford

Flower, Albyn Edward, Darlington, Durham, Licensed Victualler. May 25 at 3 at office of Wilkes and Wilkes, Northgate, Darlington

Flowers, James William, Leicester, Boot Manufacturer. May 23 at 3 at office of Holyoak, St George's chbrs, Greyfriars, Leicester

Glover, Henry, Liverpool, Builder. May 29 at 3 at office of Wilson and Co, Lord st, Liverpool

Grace, Isaac, Liverpool, Brewer. June 5 at 3 at offices of Sheen, North John st, Liverpool. Grace and Smith, Liverpool

Greenwood, Absalom, Keighley, York, Painter. May 22 at 3 at office of Robinson, North st, Keighley

Hall, Alfred Ernest, Leicester, Hosier. May 28 at 3 at Wellington Hotel, Granby st, Leicester. Kidney, Hinckley

Hammond, Francis James Russell, and Charles Everitt, Harp lane, Lightermen. May 23 at 3 at 265, Gresham House, Old Broad st. Smith

Hatch, John, Barnsley, York, Currier. May 28 at 3 at office of Raley, Church st, Barnsley

Haynes, William, William James Haynes, and Charles Henry Haynes, Pendleton, Lancaster, Fellmongers. May 25 at 12 at office of Grundy and Co, Booth st, Manchester

Hodgson, Charles Garforth, Leicester, Chemist. May 25 at 2 at office of Longcroft, Clement's inn, Strand. Fowler and Co, Leicester

Hogg, William, Fighting Cocks, nr Darlington, out of business. May 23 at 11 at office of Stewart, Feetham, Darlington

Holgate, William Thomas, and John Holgate, Manchester, Commission Agents. May 25 at 3 at office of Grundy and Co, Booth st, Manchester

Hughes, Thomas, Tregaron, Cardigan, Draper. May 25 at 12 at the County Court Office, Lampeter. Price and Lloyd, Lampeter

Hunton, Edward Francis, Carbrooke, Norfolk, Machineman. May 25 at 12 at office of Sadd and Linay, Theatre st, Norwich

Hurd, Charles, Derby, Grocer. May 29 at 3 at offices of Mole and Stone, Full st, Derby

Hurst, William, and Samuel Hurst, Horwich, Lancaster, Vitriol Manufacturers. May 28 at 3 at Public Sale Rooms, Bowker's row, Bolton. Dowling and Urry, Bolton

Jervis, Ernest Scott, Sutton Coldfield, near Birmingham, Gent. May 21 at 3 at office of Fallows, Cherry st, Birmingham.

Jones, Arthur Glynne, Whitford, Flint, Grocer. May 22 at 3.30 at the Albion Hotel, Chester. Evans, Holywell

Lazenby, John, Goole, York, Tailor. May 24 at 11 at offices of Hind and Everatt, Goole

Lyon, Frank, Harleyford rd, Kennington, Chemical Manufacturer. May 18 at 12 at offices of Whitmarsh, Finsbury chambers, London wall

Manning, James, Swansea, Glamorgan, Grocer. May 23 at 3 at offices of Jones, Prospect place, Swansea

Matthews, William, Llandaff, Licensed Victualler's Manager. May 23 at 11 at offices of Batchelor and Belcher, St Mary st, Cardiff

Meredith, Richard Weager, Harborne, Stafford, House Painter. May 22 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham

Metcalfe, William, Bradford, Licensed Victualler. May 24 at 11 at 12, Piccadilly, Bradford. Wilkinson, Bradford

Mills, Humphry Blackmore, Cullompton, Devon, Paper Manufacturer. May 24 at 3 at White Hart Hotel, Cullompton. Hole and Dayman, Tiverton

Mitchell, Richard George, Gwennap, Cornwall, Bootmaker. May 26 at 11 at office of Peter, Townhall, Redruth

Morgan, Frederick, Fulham rd, Grocer. May 31 at 12 at office of Hudson, Furnival's inn

Morley, William Bromley, Kingston upon Hull, Brewer. May 24 at 2 at office of Eldridge, Cogan chmbrs, Bowlalley lane, Kingston upon Hull

Nicholson, John, Winlaton, Durham, out of business. May 22 at 1 at office of Hoyle and Co, Westgate rd, Newcastle on Tyne

Paxton, William George, Barnsley, Boot Manufacturer. May 24 at 3 at office of Raley, Church st, Barnsley

Powell, Charles, Litchfield st, Soho, Builder. May 21 at 12 at office of Dubois, Old Serjeants' inn, Chancery lane. Moss, Gt Tower st

Pratt, Henry Arthur, West Smithfield, out of business. May 29 at 2 at office of Carter and Bell, Eastcheap

Pratt, Isaac, Leonard st, Finsbury, Looking Glass Silverer. May 21 at 2 at office of Garrett, Doughty st, Bedford row

Preston, Charles, West Hartlepool, Railway Fireman. May 24 at 3 at office of Teale, Albert rd, Middlesborough

Price, Thomas, Llanfyllin, Montgomery, Blacksmith. May 25 at 1 at office of Roberts, Llanfyllin

Punter, Arthur John, Brooksby's walk, Homerton, Timber Merchant. May 29 at 3 at office of Peckham and Co, Knight Rider st, Doctors' Commons

Puttee, David, Dover, Baker. May 24 at 12 at office of Mowl and Mowl, Castle st, Dover

Reed, Leon, Cardiff, Furniture Dealer. May 28 at 3 at office of Batchelor and Belcher, St Mary st, Cardiff

Reynolds, William Moses, Bristol, General Haulier. May 21 at 2 at office of Hobbs, Clare st, Bristol

Ross, Walter, Hindon st, Pimlico, Bootseller. May 29 at 2 at Masons' Hall Tavern, Coleman st. Ashley and Co, Frederick's pl, Old Jewry

Rourke, George, Wood st sq, Trimming Warehouseman. May 21 at 3 at Mullen's Hotel, Ironmonger lane. Hack, Pancras lane

Russell, George, Mitcham, Surrey, Clerk. May 26 at 12 at office of Leah and Co, Hart st, Bloomsbury

Rust, Robert Anderson, Sunningdale, Berks, of no occupation. May 28 at 12 at Griffin Hotel, Kingston. Hare and Co, Surrey st, Strand

Rutter, George, Cardiff, Glamorgan, Baker. May 28 at 11 at 19, Duke st, Cardiff. Batchelor and Belcher, Cardiff

Saint, Isaac, Brailsford, Derby, Farmer. May 30 at 3 at Bell Hotel, Sadlergate, Derby. Moody, Derby

Saxon, Albert William Edwin, Manchester, Timber Merchant. May 31 at 3 at office of Crofton, Brazennose st, Manchester

Schafer, John Philip, Sophia Schafer, Christian Philip Schafer, and Frederick William Schafer, Piccadilly, Dressing Case Makers. June 5 at 2 at 23, Lincoln's inn fields. Peacock and Goddard, South sq, Gray's inn

Shackleton, Ellis, Bradford, Grocer. May 22 at 11 at office of Morgan, Cheapside, Bradford

Simpson, Henry, Melksham, Wilts, Ironmonger. May 21 at 2 at Talbot Hotel, Victoria st, Bristol. Smith, Melksham

Sloman, Samuel, King st, Tower hill, Clothier. May 28 at 3 at office of Mason, Gresham st

Soper, William Robert, Deptford, Chandler. May 28 at 3 at offices of Scard, Blackheath rd, Greenwich

Spikesman, Richard, Epsom, Surrey, Grocer. May 29 at 11.30 at office of Miller and Co, Salters' Hall ct, Cannon st

Stephens, Samuel Hall, Hereford, Game Dealer. May 24 at 11 at office of Wallis, St Owen st, Hereford

Sully, John, Newport, Monmouth, Fisherman. May 30 at 11 at office of Lloyd, Bank chbrs, Newport

Szarbinowski, Hermann Ludwig Edward, Manchester, Merchant. May 29 at 3 at office of Hinde and Co, Mount st, Manchester

Taylor, George, Harefield, nr Uxbridge, Wheelwright. June 1 at 3 at office of Philp, Basinghall st

Todd, William Hurford, Charlotte st, Fitzroy sq, Physician. May 24 at 12 at Inns of Court Hotel, Lincoln's inn fields. Peyton, Cheapside

Torr, George, Salford, Lancaster, Grocer. May 28 at 3 at office of Crecke and Co, Deansgate, Manchester

Tucker, Francis, Bridport, Dorset, Printer. May 24 at 11 at Bull Hotel, Bridport. Loggin and Nantes, Bridport

Twigg, Daniel, Rawmarsh, York, Earthenware Manufacturer. May 23 at 2 at Ship Hotel, Rotherham. Marsh, Rotherham

Walsh, James, Bradford, York, Tobacconist. May 21 at 11 at 12, Piccadilly, Bradford. Haigh

Waterfield, John, Swadlincote, Derby, Publican. May 23 at 11 at 173, Station st, Burton-on-Trent. Smith, Swadlincote

Wells, Alfred, Barking rd, Grocer. May 25 at 2 at office of Carter and Bell, Eastcheap

Western, John, Swansea, Glamorgan, Fruit and Fish Merchant. May 22 at 12 at office of Harvey and Co, Fisher st, Swansea. Charles and Evans, Neath

Wilson, Edmund Dyer, Liverpool, Poulterer. May 24 at 3 at office of Moore and Spence, Dale st, Liverpool

Wilson, John, Bradford, York, Yarn Merchant. May 28 at 11 at Victoria Hotel, Bradford. Storey and Roberts, Halifax

Yeomans, Robert Barnard, Swaffham, Norfolk, Shoemaker. May 24 at 11 at office of Palmer and Winter, Swaffham

TUESDAY, May 15, 1883.

Adkins, Charles Robinson, Coventry, Baker. May 30 at 11 at office of Goate, Little Park st, Coventry

Appleyard, Edward, Hartlepool, Durham, Ironmonger. May 28 at 11.30 at office of Edgar, Town Wall, Hartlepool

Archer, John, Darlaston, Stafford, Nut and Bolt Manufacturer. May 29 at 11 at office of Mallard and Corbett, Newhall chbrs, Newhall st, Birmingham

Bamber, William Benton, Great Grimsby, Lincoln, Glass Dealer. May 26 at 11 at office of Summers and Brown, Lock Hill chbrs, Great Grimsby

Beirs, James Freemantle, Dinton, Wilts, Painter. June 1 at 11 at office of Lee and Co, Chipper lane, Salisbury

Blight, Earnest Charles, Bull and Mouth st, Umbrella Manufacturer. May 31 at 12 at office of Pierce and Baggs, Cheapside. Sturt, Ironmonger lane

Bond, John, Wolverhampton, Stafford, Shearer. June 4 at 11 at office of Rhodes, Queen's st, Wolverhampton

Booth, Elizabeth, Birmingham, Painter. May 28 at 3 at office of Phillips, Bennett's hill, Birmingham

Borrington, James John, Derby, Plumber. May 29 at 3 at office of Briggs, Full st, Derby

Bottomley, John, Bradford, York, Doubler. May 30 at 11 at office of Beverley and Freeman, Hustlergate, Bradford

Brice, Alfred, Rainham, Kent, Stone Merchant. June 6 at 3 at King's Head Hotel, High st, Rochester. Knight, Quality ct, Chancery lane

Bridger, Edwin, Portsea, Hants, Estate Agent. May 31 at 4 at office of Whitehall, Union st, Portsea

Broughton, William, Leeds, Publican. May 25 at 3 at office of Watson, Great George st, Leeds

Brown, William, Foxton, Leicester, Labourer. May 24 at 3 at Union Inn, Market Harborough. Wright and Co

Carrier, Richard, jun, Leicester, Fishmonger. May 28 at 12 at office of Harvey, Selborne bldgs, Leicester

Clements, James, Hailey, Oxford, Innkeeper. May 30 at 11 at Crown and Cushion Hotel, Chipping Norton. Kilby and Mace, Chipping Norton

Colcock, William Henry, Bristol, Baker. May 25 at 2.30 at office of Clifton and Carter, Broad st, Bristol

Convey, John, Shrewsbury, Fishmonger. May 28 at 12.30 at Railway Station Hotel, Lime st, Liverpool. Carrane, Wellington

Cooper, Henry Francis, Walsall, Stafford, Clerk. May 28 at 11 at office of Wilkinson and Co, Bridge st, Walsall

Crane, Isaac, Pontypool, Monmouth, Tea Dealer. May 28 at 3 at Queen's Hotel, Newport. Morgan, Pontypool

Craymer, Alfred, Kingswood, Gloucester, Coachmaker. May 25 at 12 at office of Clifton and Carter, Broad st, Bristol

Crompton, William, Farnworth, Lancaster, Joiner. May 29 at 3 at office of Milner, Silverwell st, Bolton

Crosby, John, Bradford, Saddler. May 28 at 3 at office of Last and Betts, Bond st, Bradford

Duckworth, John, Preston, Beerseller. May 28 at 11 at office of Higson, Cannon st, Preston

Dugdale, William, Burnley, Lancaster, Cotton Manufacturer. May 26 at 11 at office of Connor, King st, Manchester

Farmer, Richard Neville, Sparkhill, nr Birmingham, Beer Retailer. May 28 at 3 at office of Freeman, Colmore row, Birmingham

Firth, William, Taunton, Tobacconist. May 28 at 11 at office of Reed and Cook, Paul st, Taunton

Forder, Alfred, Moore st, Sloane sq, Coachbuilder. May 26 at 3 at office of James, Quality ct, Chancery lane. Robinson, Gt Portland st

Frentzel, George Rudolph Nicholas, Devonshire st, Bishopsgate, Silk Merchant. June 4 at 3 at office of Montagu, Bucklersbury

Gibbon, Daniel, Douglas st, Westminster, Veterinary Surgeon. May 28 at 3 at office of Boyes and Child, Poultry. Jerome, Poultry

Gregory, Thomas, Manchester, Manufacturer of Umbrellas. May 30 at 11 at office of Lawson, Mount st, Manchester

Grindrod, John, and Barker Wallwork, Haslingden, Lancaster, Joiners. May 29 at 3 at office of Woodcock, West View, Haslingden

Hall, Lot, and Alfred Overend, Keighley, York, Worsted Machine Makers. May 28 at 11 at office of Weatherhead and Co, Devonshire st, Keighley

Hamblet, John, Oldbury, Worcester, out of business. May 26 at 10.30 at office of Fallows, Cherry st, Birmingham

Harrison, George, Aylestone, Leicester, Boot Manufacturer. May 29 at 12 at office of Fowler and Co, Grey Friars chmbrs, Friar lane, Leicester

Havens, William, Lexden, Essex, out of business. May 30 at 3 at office of Jones, Townhall chbrs, Colchester

Harding, Robert, and Walter Gordon Hay, Sunderland, Grocers. May 28 at 11 at office of Botterell and Roche, West Sunniside, Sunderland

Heald, Thomas, Burslem, Plumber. May 26 at 11 at office of Griffith, Ironmarket, Newcastle under Lyme

Hemingway, John, Leeds, Grocer. May 29 at 10.30 at Stephens' Coffee house, Victoria sq, Leeds

Hill, Eliza, Birmingham, out of business. May 25 at 12 at office of Parry, Colmore row, Birmingham

Hudson, John, and Thomas Hudson, Longton, China Manufacturers. May 31 at 11 at Portland Hotel, Church st, Longton. Kent, Longton

Hunter, William, Ambleside, Westmoriand, Butcher. May 30 at 2 at County Court Office, Ambleside. Eaton, Ambleside

Hunter, William, Crooke, Durham, Innkeeper. May 28 at 3 at office of Maw, jun, Market pl, Bishop Auckland

Hutchinson, George Henry, Newcastle-upon-Tyne, Innkeeper. May 24 at 2 at office of Hoyle and Co, Westgate rd, Newcastle-upon-Tyne

Jarman, William, jun, Bridgnorth, Salop, Stable Keeper. May 28 at 3 at office of Cooper and Haslewood, Bridgnorth

Jones, Alfred, Darlaston, Stafford, Steel Manufacturer. May 25 at 12 at Star and Garter Hotel, Victoria st, Wolverhampton. Slater and Marshall, Darlaston

Jones, Henry, Bristol, Beer Retailer. May 24 at 12 at Radnor Hotel, Nicholas st, Bristol

Lawrence, Charles Hillary, Whitechapel rd, Licensed Victualler. May 31 at 2 at office of Harper, Billiter st. Carter and Bell, Eastcheap

Locke, Henry, Stanhope st, Hampstead rd, Pianoforte Hammer Maker. May 28 at 3 at office of Kisbey, Cheapside

Lovegrove, Frederick, Strand, Licensed Victualler. May 23 at Haxell's Hotel, Strand (in lieu of place originally named)

Mackman, Benjamin, Parson Drove, Cambridge, Miller. May 25 at 11 at office of Ollard, York row, Wisbech

Mason George, Sheffield, Stag Horn Cutter. May 28 at 4 at office of Broomhead and Co, George st, Sheffield

Middleton, William Noel, Old Broad st, Financial Agent. June 2 at 12 at office of Harper Brothers, Billiter House, Billiter st. Musgrave, Albert bldgs, Queen Victoria st

Moxley, Lewin Barned, Lombard st, Money Dealer. June 6 at 3 at office of Turquand and Co, Coleman st. Elmslie and Co, Leadenhall st

Neuburg, Carl, Beech st, Barbican, Dealer in Fancy Goods. May 29 at 2 at office of Styer, Royal Exchange avenue

Nightingale, Joshua, Blackpool, Lancaster, Beerseller. May 29 at 3 at office of Banks, Church st, Blackpool. Banks, Preston

Pain, John Lampert, Little Stanmore House, Edgware, Builder. June 5 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Rumney, Walbrook

Parr, Thomas, Halifax, York, Stone Merchant. May 30 at 11 at Upper George Hotel, Crown st, Halifax. Huntriss, Halifax
Perrins, Mary, Oldswinsford, Worcester, Grocer. May 29 at 2 at office of Addison, High st, Brierley hill
Phillip, Mary Ellen, Skipton, York, Milliner. May 29 at 2 at Midland Hotel, Skipton. Wright, Skipton
Prosser, Thomas, Ferndale, nr Pontypridd, Glamorgan, Grocer. May 24 at 12 at office of Rosser, Church st, Pontypridd
Reason, John William, Birmingham, Silk, Mercer. May 30 at 12 at Inns of Court Hotel, Holborn. Clark, Cheltenham
Riley, John, Stoke upon Trent, Stafford, Pedlar. May 29 at 11 at office of Cooper, Park st, Congleton
Rose, Robert, Slough, Buckingham, Draper. May 29 at 12 at office of Joselyne and Co, King st, Cheapside. Miles, King st, Cheapside
Rowcliffe, Henry, Stourbridge, Licensed Victualler. May 29 at 3 at office of Homfray and Holberton, High st, Brierley hill
Sands, William, Cambridge, Publican. May 28 (instead of May 16 as previously advertised) at 12 at office of Sidney and Ollard, Station rd, March
Shacklock, William, Heath, Derby, Cattle Dealer. May 28 at 3 at office of Jones and Middleton, Gluman gate, Chesterfield
Silk, Joseph, Handsworth, Clerk. May 28 at 2 at office of Blackham, Exchange bldgs, New st, Birmingham. Ladbury
Smith, Alfred, West Bromwich, Beerseller. May 29 at 11 at office of Topham, High st, West Bromwich
Solomon, Aaron, Fore st, Wholesale Clothier. June 5 at 3 at office of Montagu, Bucklersbury
Spooner, Martha Elizabeth, St Mary's ter, Paddington, Victualler. May 30 at 3 at Law Institution, Chancery lane. Stollard, South Molton st
Taylor, Peter Frederick Gilbert, Lambert rd, Brixton rise, Banker. May 24 at 12 at office of Moore, Old Serjeants' inn, Chancery lane. Turner, Old Serjeants' inn, Chancery lane
Thomas, Daniel, Wenvoe, Glamorgan, Farmer. June 6 at 11 at office of Jones, Duke st, Cardiff.
Thompson, Henry, Abergavenny, Builder. May 30 at 3 at office of Gardner, Abergavenny
Thornborough, Thomas, Barrow in Furness, Grocer. May 28 at 3 at Trevelyan Hotel, Dalkeith st, Barrow in Furness. Taylor, Barrow in Furness
Trim, George, Yeovil, Somerset. May 25 at 1 at office of Davies, Church st, Yeovil
Vincent, Charles, Leamington Priors, Warwick, Builder. June 5 at 2 at Bath Hotel, Bath st, Leamington Priors. Abbott and Co
Watkins, Edward William, Dursley, Gloucester, Watchmaker. May 31 at 2 at office of Pitt, St John st, Bristol. Plummer and Parry, Bristol
Wells, William, St Albans, Builder. May 21 at 3 at office of James, Quality ct, Chancery lane. Miller and Pook, Chancery lane
Williams, Henry, Holywell, Flint, Hotel Keeper. June 1 at 11 at Royal Hotel, Greenfell, Holywell. Davies and Roberts, Holywell
York, Jacob, Seaton Carew, Durham, Butcher. May 31 at 2 at office of Fryer, Central Hall, Church st, West Hartlepool

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